

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4	<b>Page</b> 1 <b>of</b> 120
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W56HZV-07-R-0343		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007MAY18	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ADED WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL			<b>Code</b> W56HZV	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** \_\_\_\_\_ **until** 01:00pm **(hour) local time** 2007JUN18 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> REBECCA TABOR <b>E-mail address:</b> REBECCA.TABOR@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (586)754-8016
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**11. Table Of Contents**

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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>		<b>Page</b> 2 <b>of</b> 120
	<b>PIIN/SIIN</b> W56HZV-07-R-0343	<b>MOD/AMD</b>	
<b>Name of Offeror or Contractor:</b>			

SECTION A - SUPPLEMENTAL INFORMATION

Acknowledge all the amendments you've received from us by identifying the amendment number and its issue date in the box below:

:	:	:
:	:	:
Amendment Number	:	Date
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:
:	:	:

[End of Clause]

	Regulatory Cite	Title	Date
A-1	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006

Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006
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- (a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.
- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
  - (ii) RFP and Sealed Bidding: Email your offer to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) If you datafax your proposal/bid, address your header to: [offers@tacom.army.mil](mailto:offers@tacom.army.mil) and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.
- (2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.
- (3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0343 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 120
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**Name of Offeror or Contractor:**

Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

A-3	52.214-4003 (TACOM)	ALL OR NONE	MAR/1998
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Offers in response to this solicitation must be submitted for the total quantity of the items identified in the solicitation.

- (1) ONLY ONE AWARD WILL BE MADE AS A RESULT OF THIS SOLICITATION.
- (2) OFFERS SUBMITTED FOR LESS THAN THE TOTAL QUANTITIES OF ALL THE ITEMS IN THIS SOLICITATION ARE INELIGIBLE FOR AWARD.

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-R-0343 MOD/AMD	Page 4 of 120
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>The following equipment contained in Contract Line Item Numbers (CLINs) are numbered in the following manner:</p> <p>The first digit of the CLIN is the Order Period number.</p> <p>The following definition apply to the entire solicitation and resulting contract:</p> <p>First Ordering Period is the date of the award through 365 days from the date of the award.</p> <p>Second Ordering Period - Option is 366 days from the date of the award through 731 days from the date of award.</p> <p>Third Ordering Period - Option is 732 days from the date of award through 1097 days from the date of award.</p> <p>Fourth Ordering Period - Option is 1098 days from the date of award through 1463 days from the date of award.</p> <p>Fifth Ordering Period - Option is 1464 days from the date of award through 1829 days from the date of award.</p> <p>The minimum guaranteed quantity for this contract is 7 vehicles. The maximum quantity of 180 vehicles. Any quantity up to the maximum quantity for each CLIN may be ordered any time before the expiration of this contract.</p> <p>NOTE: The price applicable to an individual order is the price for the ordering period in which the order is issued. The delivery date does not determine the ordering period.</p>				



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB	<div>1ST ORDERING PERIOD</div> <div>NOUN: TRANSPORTATION</div> <div>FIRST DESTINATION TRANSPORTATION ZONES:</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section H, paragraph 22 for Zone Descriptions)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC	<div>1ST ORDERING PERIOD</div> <div>NOUN: VEHICLE HAND-OFF</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section H, paragraph 22 for Zone Descriptions)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD	<div>1ST ORDERING PERIOD</div> <div>NOUN: NET TRAINING - OP</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AE	<div>SERVICES LINE ITEM</div> <div>NOUN: NET TRAINING - FM</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AF	<div>1ST ORDERING PERIOD - FLW</div> <div>NOUN: I&amp;KP TRAINING</div> <div>(See Section C, paragraph 18.2 for description.)</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AG	<div>1ST ORDERING PERIOD</div> <div>NOUN: DATA ITEMS</div> <div>(See Item No. 1001, page 40 and 41 of this solicitation.)</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		LO		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AH	<div>1ST ORDERING PERIOD</div> <div>NOUN: TM DEVELOPMENT</div> <div>(See Section C, paragraph 10 for description.)</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		LO		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	SECURITY CLASS: Unclassified				
1002AA	<u>FIRST ARTICLE TEST VEHICLES</u>  NOUN: BUFFALO A2 VEHICLES  Estimated quantity for FAT: Up to 7 each  Vehicles shall be manufactured in accordance with Purchase Description 2373 (See Attachment 001).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB	<div>1ST ORDERING PERIOD</div> <div>NOUN: FAT TEST SUPPORT</div> <div>FAT Test Support in accordance with Section C, paragraph</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC	<div>1ST ORDERING PERIOD</div> <div>NOUN: ARMOR COUPONS</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>FOB POINT:</div>		EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	SECURITY CLASS: Unclassified				
1003AA	<div>1ST ORDERING PERIOD</div> <div>NOUN: FOLLOW-ON TESTING</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<u>2ND ORDERING PERIOD</u>  NOUN: BUFFALO A2 VEHICLE  Estimated quantity for 2nd Ordering Period: 44 each  Vehicles shall be manufactured in accordance with Purchase Description 2373 (See Attachment 001).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB	<div>2ND ORDERING PERIOD</div> <div>NOUN: TRANSPORTATION</div> <div>FIRST DESTINATION TRANSPORTATION ZONES:</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		LO		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC	<div>2ND ORDERING PERIOD</div> <div>NOUN: VEHICLE HAND-OFF</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.5 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD	<div>2ND ORDERING PERIOD</div> <div>NOUN: NET TRAINING - OP</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AE	<div>2ND ORDERING PERIOD</div> <div>NOUN: NET TRAINING - FM</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	SECURITY CLASS: Unclassified				
2002AA	<div>2ND ORDERING PERIOD</div> <div>NOUN: FOLLOW-ON TESTING</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB	<div>2ND ORDERING PERIOD</div> <div>NOUN: CONTROL TEST</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	SECURITY CLASS: Unclassified				
3001AA	<u>3RD ORDERING PERIOD</u>  NOUN: BUFFALO A2 VEHICLE  Estimated quantity for 3rd Ordering Period: 44 each  Vehicles shall be manufactured in accordance with Purchase Description 2373 (See Attachment 001).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB	<div>3RD ORDERING PERIOD</div> <div>NOUN: TRANSPORTATION</div> <div>FIRST DESTINATION TRANSPORTATION ZONES:</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 11.2 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC	<p><u>3RD ORDERING PERIOD</u></p> <p>NOUN: VEHICLE HAND-OFF</p> <p><u>CONUS:</u></p> <p>Zone 1: \$ _____</p> <p>Zone 2: \$ _____</p> <p>Zone 3: \$ _____</p> <p><u>OCONUS:</u></p> <p>Zone 4: \$ _____</p> <p>Zone 5: \$ _____</p> <p>(See Section C, paragraph 18.5 and Section H, paragraph 22 for Zone descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD	<div>3RD ORDERING PERIOD</div> <div>NOUN: NET TRAINING - OP</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AE	<div>3RD ORDERING PERIOD</div> <div>NOUN: NET TRAINING - FM</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	SECURITY CLASS: Unclassified				
3002AA	<div>3RD ORDERING PERIOD</div> <div>NOUN: FOLLOW-ON TESTING</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	SECURITY CLASS: Unclassified				
4001AA	<u>4TH ORDERING PERIOD</u>  NOUN: BUFFALO A2 VEHICLE  Estimated quantity for 4th Ordering Period: 42 each  Vehicles shall be manufactured in accordance with Purchase Description 2373 (See Attachment 001).  (End of narrative B001)  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  FOB POINT: Destination		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB	<p><u>4TH ORDERING PERIOD</u></p> <p>NOUN: TRANSPORTATION</p> <p>FIRST DESTINATION TRANSPORTATION ZONES:</p> <p><u>CONUS:</u></p> <p>Zone 1: \$ _____</p> <p>Zone 2: \$ _____</p> <p>Zone 3: \$ _____</p> <p><u>OCONUS:</u></p> <p>Zone 4: \$ _____</p> <p>Zone 5: \$ _____</p> <p>(See Section C, paragraph 11.2 and Section H, paragraph 22 for Zone descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC	<p><u>4TH ORDERING PERIOD</u></p> <p>NOUN: VEHICLE HAND-OFF</p> <p><u>CONUS:</u></p> <p>Zone 1: \$ _____</p> <p>Zone 2: \$ _____</p> <p>Zone 3: \$ _____</p> <p><u>OCONUS:</u></p> <p>Zone 4: \$ _____</p> <p>Zone 5: \$ _____</p> <p>(See Section C, paragraph 18.5 and Section H, paragraph 22 for Zone descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD	<div>4TH ORDERING PERIOD</div> <div>NOUN: NET TRAINING - OP</div> <div>CONUS</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AE	<p><u>4TH ORDERING PERIOD</u></p> <p>NOUN: NET TRAINING - FM</p> <p><u>CONUS</u> Zone 1: \$ _____ Zone 2: \$ _____ Zone 3: \$ _____</p> <p><u>OCONUS</u> Zone 4: \$ _____ Zone 5: \$ _____</p> <p>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	SECURITY CLASS: Unclassified				
4002AA	<u>4TH ORDERING PERIOD</u>  NOUN: FOLLOW-ON TESTING  <u>CONUS</u> Zone 1: \$  Zone 2: \$  Zone 3: \$  <u>OCONUS</u> Zone 4: \$  Zone 5: \$  (See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination		EA		\$

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB	<p><u>4TH ORDERING PERIOD</u></p> <p>NOUN: CONTROL TEST</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	SECURITY CLASS: Unclassified				
5001AA	<p><u>5TH ORDERING PERIOD</u></p> <p>NOUN: BUFFALO A2 VEHICLES</p> <p>Estimated quantity for 5th Ordering Period: 43 each</p> <p>Vehicles shall be manufactured in accordance with Purchase Description 2373 (See Attachment 001).</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Destination</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AB	<div>5TH ORDERING PERIOD</div> <div>NOUN: TRANSPORTATION</div> <div>FIRST DESTINATION TRANSPORTATION ZONES:</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 11.2 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AC	<div>5TH ORDERING PERIOD</div> <div>NOUN: VEHICLE HAND-OFF</div> <div>CONUS:</div> <div>Zone 1: \$</div> <div>Zone 2: \$</div> <div>Zone 3: \$</div> <div>OCONUS:</div> <div>Zone 4: \$</div> <div>Zone 5: \$</div> <div>(See Section C, paragraph 18.5 and Section H, paragraph 22 for Zone descriptions.)</div> <div>(End of narrative D001)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div>		EA		\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AD	<p><u>5TH ORDERING PERIOD</u></p> <p>NOUN: NET TRAINING - OP</p> <p><u>CONUS</u> Zone 1: \$ _____ Zone 2: \$ _____ Zone 3: \$ _____</p> <p><u>OCONUS</u> Zone 4: \$ _____ Zone 5: \$ _____</p> <p>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AE	<p><u>5TH ORDERING PERIOD</u></p> <p>NOUN: NET TRAINING - FM</p> <p><u>CONUS</u></p> <p>Zone 1: \$_____</p> <p>Zone 2: \$_____</p> <p>Zone 3: \$_____</p> <p><u>OCONUS</u></p> <p>Zone 4: \$_____</p> <p>Zone 5: \$_____</p> <p>(See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone descriptions.)</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination      ACCEPTANCE: Destination</p>		EA		\$_____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	SECURITY CLASS: Unclassified				
5002AA	<u>5TH ORDERING PERIOD</u>  NOUN: FOLLOW-ON TESTING  <u>CONUS</u> Zone 1: \$  Zone 2: \$  Zone 3: \$  <u>OCONUS</u> Zone 4: \$  Zone 5: \$  (See Section C, paragraph 18.3 and Section H, paragraph 22 for Zone Descriptions.)  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination		EA		\$



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**Name of Offeror or Contractor:**

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1001	<p>FIRST YEAR DATA REQUIREMENTS</p> <p>NSN: N/A</p> <p>FSCM: N/A</p> <p>PART NUMBER: N/A</p> <p>SECURITY CLASS: UNCLASSIFIED</p> <p>CONTRACT DATA REQUIREMENTS for the Buffalo Mine Protected Clearance Vehicle IAW DD Form 1423, Exhibit A, consisting of the following Exhibit Line Numbers (ELINs): A001 through A040</p> <p>Inspection and Acceptance Point: DESTINATION</p> <p>F.O.B. Point: DESTINATION</p> <p>Delivery Schedule: See DD Form 1423, Exhibit A</p> <p>Offeror should enter a separate price for each ELIN unless "NOT SEPARATELY PRICED" (NSP) is indicated next to it.</p>				\$ _____
<u>ELINs</u>	Title of Data Item				
A001	Transportability Report	1	LO	NSP	NSP
A002	Camouflage Pattern	1	LO	NSP	NSP
A003	Handle and Storage of Government Furnished Property	1	LO	NSP	NSP
A004	LMI - Training Simulator Data	1	LO	NSP	NSP
A005	LMI - Report, Record of Meeting Minutes	1	LO	NSP	NSP
A006	Project Planning Chart	1	LO	NSP	NSP
A007	Configuration Status Accounting Information	1	LO	NSP	NSP
A008	Request for Deviation (RFD)	1	LO	NSP	NSP
A009	Engineering Change Proposal	1	LO	NSP	NSP
A010	Developmental Drawings & Assoc. Lists	1	LO	NSP	NSP
A011	LMI - Maintenance Analysis	1	LO	NSP	NSP
A012	LMI - Provisioning Parts List(PPL)	1	LO	\$ _____	\$ _____
A013	LMI - Engineering Data for Provisioning	1	LO	NSP	NSP
A014	LMI - Screening Results	1	LO	NSP	NSP
A015	LMI - STTE	1	LO	\$ _____	\$ _____
A016	Operator, Field and Sustainment Technical Manual and RPSTL	1	LO	\$ _____	\$ _____
A017	Validation Plan and Records	1	LO	NSP	NSP
A018	Packaging - Maintenance Analysis	1	LO	NSP	NSP

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A019	LMI - Packaging Data Elements (Coded Data)	1	LO	NSP	NSP
A020	Special Packaging Instructions (SPI)	1	LO	NSP	NSP
A021	Materiel Safety Data Sheets (MSDS)	1	LO	NSP	NSP
A022	Long Life Reusable Container (LLRC)	1	LO	NSP	NSP
A023	Inspection and Test Plan - First Production Vehicle Inspection Plan (FPVI)	1	LO	NSP	NSP
A024	Test/Inspection Report - First Production Vehicle Inspection (FPVI)	1	LO	NSP	NSP
A025	FACAR - Final Inspection Record (FIR)	1	LO	NSP	NSP
A026	Quality - SSPL	1	LO	NSP	NSP
A027	FACAR - Test Incident Reports (TIR)	1	LO	NSP	NSP
A028	Quality Deficiency Reports (QDRs) Product Quality Deficiency Report - Field	1	LO	NSP	NSP
A029	Quality Deficiency Reports (QDRs) Product Quality Deficiency Report - GFM	1	LO	NSP	NSP
A030	Safety Assessment Report - Safety and Health Hazard Assessment	1	LO	NSP	NSP
A031	Hazardous Materials Management Program (HMMP) Report	1	LO	NSP	NSP
A032	Warranty Performance Report	1	LO	NSP	NSP
A033	Training Materials - Critical Task List	1	LO	NSP	NSP
A034	Training Materials - Training Support Package	1	LO	NSP	NSP
A035	Training Materials - NET Support Package Consumable List	1	LO	NSP	NSP
A036	Training Materials - Letter of Support Requirements	1	LO	NSP	NSP
A037	Training Materials - Certificates	1	LO	NSP	NSP
A038	Training Materials - After Action Report	1	LO	NSP	NSP
A039	LMI - UID Candidate List and Data Summary	1	LO	NSP	NSP
A040	Bar Code Identification Report	1	LO	NSP	NSP

\*\*\* END OF NARRATIVE B 0001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

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**Name of Offeror or Contractor:**

Section C

- C.1 STATEMENT OF WORK
- C.2 VEHICLE REQUIREMENTS
- C.3 APPLICABLE DOCUMENTS
- C.4 DATA AND SOFTWARE DELIVERY
- C.5 SYSTEM/PROJECT MANAGEMENT
- C.6 MEETINGS/CONFERENCES
- C.7 CONFIGURATION MANAGEMENT
- C.8 LOGISTICS DOCUMENTATION REQUIREMENTS
- C.9 INTEGRATED LOGISTICS SUPPORT
- C.10 TECHNICAL PUBLICATIONS
- C.11 MILITARY PACKAGING
- C.12 QUALITY ASSURANCE MANAGEMENT
- C.13 SAFETY ENGINEERING AND HEALTH HAZARDS
- C.14 MANPRINT
- C.15 HAZARDOUS MATERIALS MANAGEMENT
- C.16 EQUIPMENT CONTROL RECORD
- C.17 WARRANTY
- C.18 TRAINING
- C.19 UNIQUE IDENTIFICATION DESCRIPTOR
- C.20 RADIO FREQUENCY IDENTIFICATION

C.1 STATEMENT OF WORK

C.1.1 This statement of work defines the effort required for the purchase of the Buffalo Mine Protected Clearance Vehicle (MPCV). The Buffalo MPCV is a six wheeled Blast Resistant vehicle that is capable of interrogating and classifying suspected explosive hazards, including improvised explosive devices (IEDs). The Buffalo MPCVs articulating arm with its digging/lifting attachment and camera/display monitor is used to remotely interrogate a suspected explosive hazard and allow the crew to confirm, deny and/or classify the hazard from inside the vehicle.

C.1.2 The Contractor shall manufacture and deliver the specified Buffalo MPCV, specified under Section B of this scope, which meet all the technical requirements of Purchase Description (PD) Buffalo MPCV Purchase Description (ATPD 2373 MPCV), hereafter referred to as PD 2373, see Attachment 1. This scope includes both the development of the Hardware and the Logistics documentation required to support the Buffalo MPCV. This includes repairs and spare parts, and consumable and maintenance parts in support of Verification, Log Demo, Operational User Testing (OT), Demonstration Testing (DT), and all other events covered by this statement of work.

C.1.3 The Buffalo MPCV is used in complement with the Vehicle Mounted Mine Detector (VMMD) and Medium Mine Protected Vehicle (MMPV) to conduct route and area clearance operations. The Buffalo MPCV will be organic to the Clearance Company in support of the Engineer Brigade, Combat Support Brigade (Maneuver Enhancement), or Brigade Combat Team. The characteristics of the vehicle and associated subsystems are described in PD 2373.

C.2 VEHICLE REQUIREMENTS

C.2.1 The Buffalo Mine Protected Clearance Vehicle (MPCV): The contractor, as an independent entity, and not as an agent of the U.S. government, shall furnish all engineering, test data, supporting labor, supplies, services, facilities and equipment necessary for the delivery of MPCV Systems, as required under the contract. The MPCV systems delivered under this contract shall meet all specifications and requirements as outlined in the Buffalo MPCV Purchase Description (ATPD 2373 MPCV).

C.2.2 Transportability: The Buffalo MPCV shall be fit for self-deployment on highways worldwide; and capable of being transported by rail, marine, and air modes. See ATPD 2373 paragraph 3.15.2 for specific transportability requirements. The contractor shall submit a Transportability Report with changes reflected in the final report. Contractor shall also provide errata sheet specifying change and location (CDRL A001).

C.2.3 System Information: The Buffalo MPCV is organic to the Clearance Company to conduct route clearance operations. The Buffalo MPCV will primarily be employed in support of the Engineer Brigade, Maneuver Enhancement Brigade or Maneuver Brigade Combat Team.

C.2.4 The Government reserves the right to withhold payment of hardware if data deliverables are delinquent. The Contractor is responsible for ensuring that all data deliverables required in this scope are completed and accepted in order to meet the overpack requirements in paragraph C.9.1.6. The Government is aware that the first vehicles delivered under this contract for testing (qty up to 7 systems) and for the first unit equipped (qty 12 systems) will not have the TMs or TBs overpacked.

C.2.5 Use of common components and parts already existing within the Army supply system is preferred.

C.2.6 Camouflage Pattern: It is the contractors responsibility to develop and obtain approval of the camouflage pattern (CDRL A002).

C.2.7 Government Furnished Equipment (GFE): The contractor shall provide the means to handle delivery and storage of GFE equipment (CDRL A003).

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C.3 APPLICABLE DOCUMENTS

C.3.1 The following documents form a part of the SOW to the extent specified herein. Additional applicable documents can be found in the Buffalo MPCV Purchase Description (Section 2). While every effort has been made to ensure the completeness of these lists, document users are cautioned that they must meet all the specified requirements in Buffalo MPCV Purchase Description (cited in Sections 3 & 4), whether or not they are listed.

- Federal Motor Vehicle Safety Standards and Regulations (U.S. Department of Transportation, National Highway Traffic, Safety Administration, Safety Assurance, Office of Vehicle Safety Compliance)
- AFJMAN 24-104/TM 38-250
- AR 700-15
- AFJMAN 24-104/TM 38-250
- DLAD 4145.41/AR 750-143
- FAR 52.247-29
- MIL-STD-129
- MIL-STD-2073-1
- TITLE 49, Code of Federal Regulations, Part 100-199, Transportation

C.3.2 The following documents form a part of the SOW to the extent specified herein. The listing of required documents may not be fully inclusive of all required specifications or standards required for support of logistic documentation development.

Note: The most recent versions of these documents shall be utilized Data Items can be found at:  
[http://assist.daps.dla.mil/quicksearch/fsc\\_quicksearch.cfm](http://assist.daps.dla.mil/quicksearch/fsc_quicksearch.cfm)

DATA ITEMS	
DI-ALSS-81530	LOGISTICS PRODUCTS
DI-ALSS-81529	LOGISTICS MANAGEMENT INFORMATION DATA PRODUCTS
DI-ADMN-81505	REPORT, RECORD OF MEETING/MINUTES
DI-SAFT-80102B	SAFETY ASSESSMENT REPORT
DI-PACK-80120B	PACKAGING
DI-CMAN-80639C	ENGINEERING CHANGE PROPOSAL (ECP)
DI-MISC-81397	HMMP REPORT
DI-ALSS-80686	SPECIAL TOOLS TEST EQUIPMENT (STTE)
DI-ILSS-80872	TRAINING MATERIALS

SPECIFICATIONS/STANDARDS	
MIL-DTL-31000C	TECHNICAL DATA PACKAGES
MIL-STD-1474D	DESIGN CRITERIA STANDARD: NOISE LIMITS
MIL-PRF-49506	PERFORMANCE SPECIFICATIOIN LOGISTICS MANAGEMENT INFORMATION
MIL-STD-40051-2	PREPARATION OF DIGITAL TECHNICAL INFORMATION FOR PAGE-BASED TECHNICAL MANUAL
MIL-HDBK-1222C-1	GUIDE TO STYLE AND WORK PACKAGES FOR TECHNICAL MANUALS
MIL-STD-882D	STANDARD PRACTICE FOR SYSTEM SAFETY
MIL-STD-2073-1D	STANDARD PRACTICE FOR MILITARY PACKAGING
MIL-STD- 1472F	DOD HUMAN ENGINEERING
MIL-PRF-63004D	LUBRICATION ORDERS
MIL-PRF-63002J	REQUIREMENTS FOR PREPARATION OF
MODIFICATION WORK ORDERS	

OTHER GOVERNMENT DOCUMENTS	
DA PAM 700-60	DEPARTMENT OF THE ARMY SKO
DA PAM 700-21	TMDE REGISTER INDEX
AMC-P 700-25	GUIDE TO PROVISIONING
ASTM D4169	STANDARD PRACTICE FOR PERFORMING TESTING OF SHIPPING CONTAINERS
NAS 411	HAZARDOUS MATERIALS MANAGEMENT
FM 21-10	FIELD HYGIENE AND SANITATION
CFR 29, 40, 49	CODE OF FEDERAL REGULATIONS
AFMAN 24-204	HAZMAT AND GENERAL PACKAGING
QAPQ	QUALITY ASSURNCE PROVISIONING GUIDANCE
INTERNATIONAL MARATIME	DANGEROUS GOODS CODE
TB 750-93-1	FUNCTIONAL GROUP CODES (FGC) TECHNICAL BULLETIN
AR 750-1	ARMY MATERIAL MAINTENANCE POLICY
MIL-HDBK-502	ACQUISITION LOGISTICS
FM 3-5	NBC DECONTAMINATION
TRADOC REG 350-70	TOTAL ARMY TRAINING SYSTEM

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**Name of Offeror or Contractor:**

C.4 DATA AND SOFTWARE DELIVERY

The Contractor is responsible for meeting all of the requirements defined in this contract. The Contractor shall furnish all services, materials, and the equipment required for testing, Log Demo and Verification.

C.4.1 DATA REQUIREMENTS

C.4.1.1 You shall prepare each data submittal as described in the Data Item Descriptions (DID) and the Contract Data Requirements List (CDRL ).

C.4.1.2 Data Items will be submitted in English in one of the following forms in order of Government preference:

C.4.1.3 Contractor sends via e-mail in a TACOM compatible format.

C.4.1.4 Contractor mails Disks or CD-ROM in a TACOM compatible format.

The Contractor shall annotate all CD-ROMs with:

- Contract Number
- CDRL Number and Item (A007, MAC)
- Delivery Type (Draft, Final)
- Date
- Contractor Name
- System Name

C.4.1.5 Contractor submits using any other mutually accepted media.

C.4.1.6 When the Contractor is delivering data using paper as the medium, the contractor will deliver the quantities of data listed on the CDRL in Section J. When the contractor uses electronic media, only one copy will be delivered to each address on the CDRL.

C.4.2 The PCO is the approving authority for all logistics documents delivered under this contract. AMSTA-LC-CJB referenced throughout this scope refers to the guidance signed by the Buffalo MPCV Logistics Manager. All guidance provided by the Buffalo MPCV Logistics Manager will be submitted through the Government Procuring Contracting Officer (PCO). Any guidance provided by any other Government representative should immediately be brought to the Buffalo MPCV Logistics Managers attention for concurrence or rejection of the guidance. Only the Government PCO is authorized to modify or change this scope of work. The Government Contract specialist shall be included on all email submittals for documentation and tracking purposes.

C.4.3 AMSTA-LC-CJB and PM-AMS are working with PEO- STRI to develop training simulators for the Buffalo MPCV. The Government may request: dimensions, sound clips, video, drawings, panel layouts, etc to assist in the development of the training simulators. The Contractor shall furnish requested information. The documentation collected for this purpose may be marked Proprietary by the Contractor and will not be used for other purposes. The training simulators will be updated during the life of the contract to reflect changes to configuration. (CDRL A004)

C.5 SYSTEM/PROJECT MANAGEMENT

The Contractor shall provide Government personnel with in-plant access to hardware and all technical and logistics data in support of contract efforts. The Contractor shall provide copies of documents generated through the course of the contract upon request except for proprietary documents which must be reviewed on contractor premises.

C.6 MEETINGS/CONFERENCES

C.6.1 Start of Work (SOW) Meeting

C.6.1.1 Thirty (30) days after contract award a Start of Work Meeting shall be held at the Contractors facility. This meeting will focus on contract terms and conditions, a review of all data requirements, required specifications, program schedule, test requirements and relevant logistics requirements to assure a complete understanding of the requirements. The meeting will also include a reliability meeting, a publications meeting, a provisioning guidance conference, and a new equipment training meeting. The Contractor shall make available contract administration personnel, management, engineers, and logistic support personnel as the Government deems required.

C.6.1.2 In this meeting, the Contractor shall present detailed paths/milestone graphic presentations that defines Contractor performance necessary to meet contract delivery requirements as defined in the Scope of Work. The Contractor shall provide to the Government an internal list of all functional Contractor personnel involved in this contract. This list will be upgraded as required to maintain accuracy. The following discussions are to be part of the Start of Work Conference:

- Provisioning Guidance: to provide guidance to the Contractor for documenting and submitting provisioning data.
- Engineering Data for Provisioning (EDFP): During this conference, the Government will discuss all EDFP requirements.
- Publications Guidance: To review and discuss publications requirements.
- New Equipment Training Meeting: To review and discuss training requirements

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- Maintenance Planning: To review and discuss operator and maintenance functions and what constitutes reparable items.
- Testing and Reliability: To review and discuss the Purchase Description and expected testing requirements.
- Other Integrated Logistics Support (ILS) issues, such as safety.

C.6.1.3 At Start of Work Meeting, the Contractor will outline the processes and data base intended for use in screening each Part Number for identification of the prime source and/or for commonality of part within the defense supply system. This may be Federal Logistics Information System (FLIS), WEBFLIS, or by batch submittal part numbers to DLIS. Screening system used is at the discretion of the contractor and will be identified prior to SOW. The Government will, at the request of the Contractor, provide a demonstration of parts screening procedures expected throughout the Provisioning process. Guidelines and full screening requirements addressed at the Start of Work will be adhered to throughout the Provisioning process.

C.6.1.3.1 At the Start of Work meeting the Contractor will provide the Government with a complete list of major components utilized in the Buffalo and identify each component by the original source of supply, manufacturer's part number and name. This includes original commercial parts modified by the contractor for application to the Buffalo. Major assemblies to be identified at the SOW shall include but are not limited to the following:

- Engine:
- Transmission:
- Front Axles:
- Rear Axles:
- Batteries:
- Tire Assemblies:
- Tires:
- Wheels:
- Transfer Gearcase:
- Starter:
- Alternator:
- Fuel Pump:
- Differential:
- Brake System:

The contractor agrees to supply this information at the SOW meeting and to allow the Government to research its legacy data for provisioning data, RPSTL artwork, maintenance procedures, lubrication instructions, troubleshooting and Preventive Maintenance Checks and Services (PMCS). If found, the above technical data will be provided to the Contractor as source data GFI for incorporation into the Buffalo ILS effort. The Contractor shall be responsible for a technical review of the GFI data to make certain system peculiarities to Buffalo are compatible and will correct incompatible details as required to accurately reflect the Buffalo equipment designs.

C.6.2 Maintenance, Provisioning, and Publication (MPP) Review: These conferences will be held at the Contractors facility unless the parties agree to move it to a different location. The first conference will be held sixty (60) days after the Contract Award. At that meeting the next MPP Conference will be scheduled.

The following areas will be discussed at the MPP review:

C.6.2.1 Provisioning Data: The Government will look over the Contractors provisioning data available thus far and provide guidance and review. The Government will clarify any areas or guidance at this time.

C.6.2.2 Engineering Data for Provisioning (EDFP): The Government will review all EDFP requirements. The Government will look over the Contractors EDFP, to facilitate the NSN request process, prior to the provisioning conference.

C.6.2.3 Publications Guidance: The Government will review and discuss publications requirements. The Government will look over at least one work package that the Contractor has prepared to provide clarification and guidance.

C.6.3 Provisioning Conference: Formal provisioning conferences will be held; the first Conference will be held thirty (30) days after the first MPP Review. Follow-on provisioning conferences will be TBD, based on discussion between the Government and Contractor. The Contractor will provide the following as necessary to support the provisioning conference effort:

1. Hard copy of the Provisioning Parts List (PPL) in a format acceptable to TACOM Commodity Command Standard System (CCSS) database (1552 or LSA-036 format).
2. Each line (Part List Item Sequence Number) on the Provisioning Parts List (PPL) will have an accompanying Engineering Data for Provisioning (EDFP) or other supporting documentation
3. Facilities and office space including copying and data processing access.
4. End Item availability as necessary

C.6.4 Integrated Product Teams and Integrated Product Team Meetings. Integrated Product Teams (IPTs) shall be used in the manufacture,

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test, refurbishment, and management phases of this program. These IPTs shall include Government, Contractor, and Subcontractor participation. The IPT will be used as a forum for program reviews, design reviews, resolution of issues, and other contract-related items. IPT meetings shall be held at the Contractors or subcontractors facilities. IPT meetings will be held every four months or when deemed necessary by the Government. Conference calls/video conferences may suffice for IPT meetings, when appropriate. Government and Contractor will coordinate the meeting dates at least 10 working days before the IPT starts to allow for travel time.

C.6.5 Contract Status Review Conference: As part of the overall contract management effort, the Contractor shall provide technical and managerial representative(s) to attend periodic meetings, at least once per year, at TACOM, to review contract status. This review shall be for one eight-hour day, or as specified. A conference may be called by either the Government or the Contractor to clarify any questions in regard to contract requirements. Topics to be discussed shall include, but not be limited to, contract status, testing, production, logistics, technical issues, and deliverables. The Contractor will coordinate an agenda with the Procuring Contracting Officer (PCO) no later than five days prior to the meeting.

C.6.6 The Contractor shall take minutes for all meetings. The System Acquisition Manager (SAM) approved minutes shall be distributed to all parties not later than 10 days after the completion of the meeting, in accordance with CDRL A005.

C.6.7 When meetings are held at the Contractor's facility, the Contractor will make the following available for the Government's use:

- (a) Required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data)
- (b) Computer resources, as required
- (c) Access to Internet, via LAN connection
- (d) Access to a Buffalo MPCV

C.6.8 Project Planning Chart. The contractor shall submit a Progress Planning Chart in accordance with CDRL A006. The contractor shall submit one Progress Planning Chart covering all CLINs that the contractor is performing work on under the contract.

C.7 CONFIGURATION MANAGEMENT

C.7.1 CONFIGURATION BASELINES

C.7.1.1 The MPCV System, delivered with this Contract, must comply with all testing requirements in the ATPD-2373 paragraph 4. The Configuration for the MPCV Systems is frozen at the completion of testing and meeting of the key performance parameters, as defined in Section E/PD Paragraph of this contract. This Configuration will be the basis for all new logistics documentation. The MPCV System will be subject to approval of Engineering Change Proposals (ECPs) and Design Change Notices (DCNs) for Configuration Management. No changes shall be made to the hardware without appropriate documentation.

C.7.1.2 The Contractor shall be responsible for configuration control throughout the period of this contract. The Contractor shall establish a production baseline after successful completion of both the Contractor's and the Government's portions of the First Article Test (FAT). Any changes made prior to Testing must meet the requirements of ATPD-2373. This baseline will identify and document the functional and physical characteristics of the MPCV. The Government requires a standardized vehicle configuration to improve supportability. The Government acknowledges that the Contractor may want to offer, to the Government, configuration changes being introduced to its commercial production during the term of this contract. However, its important for the Government to assess the impact of any proposed vehicle changes to the logistics and technical requirements established for this program. The Contractor is therefore required to notify the Contracting Officer prior to implementing any configuration changes. The Government reserves the right to disapprove proposed changes that would adversely affect the program. Prior to production, the Contractor shall notify the Government of any impending federal laws and regulations scheduled to go into effect during the life of this contract that may impact configuration, i.e. Environmental Protection Agency (EPA) emissions requirements.

C.7.2 CONFIGURATION MANAGEMENT REQUIREMENTS

C.7.2.1 Configuration Management/Baseline Configuration. Upon completion of First Article Test and Inspection, the Contractor shall work with the U.S. Government to establish a product baseline. The Contractor shall implement configuration control methods and procedures that maintain the integrity of the unit to assure that the form, fit and function characteristics of the MPCV are met. When configuration changes are proposed, the Contractor shall notify the Government PCO prior to change(s).

C.7.2.2 Configuration Status Accounting Report Information. The Contractor shall provide a Configuration Status Accounting Report in accordance with DI-CMAN-81253A, CDRL A007.

C.7.2.3 Allocated Baseline. The Contractor shall prepare a Bill of Material (BOM) in Contractor format. The BOM shall accurately reflect the as-built condition and shall be submitted concurrently with the First Production Unit Inspection (FPUI) item delivery. Changes made during FPUI will require the Contractor to update and resubmit the BOM prior to FPUI approval. Upon approval of the FPUI, the BOM shall constitute the approved Product Configuration Identification (PCI) for this item. The Contractor shall keep records of all changes which impact the PCI prior to First Article Test and Inspection. The records shall include at a minimum the following information: contractor-supplied unique control numbers, date of submission, complete technical description of change, reason for change, systems affected by the change, list of components remove/reused and/or new components and Contractor primary point of contact for Configuration Management. Logistics impacts (Maintenance, Spares, Training, Special Tools, Technical Manuals, etc.) shall be addressed and delineated. Upon request, Contractor records shall be made available for Government review. Any item changes made will require the Contractor to update and resubmit the affected portions of the BOM.

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C.7.2.3.1 The Government will not be responsible for any additional costs to vehicles or software associated with any changes submitted by the Contractor under this section, nor will the Government be liable for costs incurred by the Contractor due to delay in contract performance which may result from any change submission unless the parties agree otherwise.

C.7.2.4 Approval of Engineering Changes. Government approval of changes, following acceptance of the Product Baseline shall not be construed as relieving the Contractor from its responsibility to furnish all items in conformance with contract requirements, including full responsibility for failure in operation of equipment which resulted from changes previously approved by the Government. The Government reserves the right to disapprove any change where Government review shows the changes would have an adverse effect.

C.7.2.5 Configuration Changes. Changes to the Product Baseline shall only be incorporated in accordance with (IAW) the requirement of this section. The Contractor shall propose changes to the established baseline via the submission of Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), and Request for Deviation (RFDs) CDRL A008. The Contractor shall implement positive configuration control methods and procedures that maintain the integrity and history of the established baseline. Sufficient supporting data to evaluate the proposed change, such as drawings, supplemental drawings, sketches, specifications, or manufacturers data sheets, shall be submitted with ECPs, VECPs, and RFDs. If changes result in decreased cost, the Government may, at the sole discretion of the Contracting Officer, require an equitable downward adjustment to the contract price. The Contractor shall certify cost impact, and the Government will have the right to conduct post-change audits. If the Government desires a configuration change, the PCO will direct the Contractor to submit an ECP.

C.7.2.6 Engineering Change Proposal (ECP) Definitions. Class I ECP: An Engineering Change Proposal that AFFECTS the form, fit, or function of an approved configuration baseline and its associated technical documentation, and changes affecting the safety, logistics support, cost, warranties and the contract. Class II ECP: An Engineering Change Proposal that has NO EFFECT on any of the factors listed above for the Class I ECP definition.

C.7.2.6.1 Class I ECP Changes Contractor Requested. The contractor shall submit copies of proposed Class I ECP changes per DI-CMAN-80639C, CDRL A009 upon determination of a need for such changes. Supporting documentation shall be sufficient to fully understand the Class I ECP. Impact statements for safety, MANPRINT, integrated logistic support, technical manuals, and transportability will be in Contractor format. The Government reserves the right to require additional testing and test results for proposed changes. The Contractor shall not implement any Class I ECP change prior to Government approval. Notwithstanding any Contractor configuration changes under this provision, the Contractor shall not be relieved of its responsibility to conform to the delivery requirements of this contract.

C.7.2.6.2 Class I ECP Changes Government Directed. In the event the Government desires a change to the end item configuration, the PCO will request, in-writing, a technical/price proposal from the Contractor. Copies of ECPs will be submitted per DI-CMAN-80639C, CDRL A009 and forwarded to the PCO within 30 days of the request.

C.7.2.6.2.1 Technical Data for Government Directed Changes. Where the Government pays for a Class I (ECP) design change under this provision, all efforts expended by the Contractor will result in the unlimited right, title and interest of those changes to be vested in the Government. All drawings developed for these changes shall be delivered/prepared as Developmental Drawings (CDRL A010 and Attachment 011)

C.7.2.6.2.2 Technical Data Format for Government Directed Changes. At the Governments option, the data may be submitted in either Contractor format or Government formats. In the event Government format is required, the Government will request a pricing proposal. The cost of said data will be included in the funding provided for in the contract modification. The drawing format shall be in accordance with the TDP Option Selection Worksheet (See Attachment 011).

C.7.2.7 Value Engineering Change Proposals (VECPs). The Contractor shall prepare VECPs in the same manner as Class I ECPs.

C.7.2.7.1 Class II Changes. Class II changes have no effect on the Form, Fit, and Function of the item. The Government will review this documentation for the proper classification. If the Government determines that a change submitted as a Class II is actually a Class I, the Contractor will be notified and shall prepare and submit a Class I ECP within 5 working days for Government review. If the Government rejects the resubmitted Class I ECP, the Contractor shall be responsible to retrofit all items produced with the change.

C.7.2.7.2 Engineering Change Inspection and Test. The Government reserves the right to inspect any affected systems or components, at Contractor expense, in order to determine whether the change submitted by ECP should be approved. Any production or delivery delays caused by Government re-inspection will not be considered as excusable delay under the Default clause. In addition, such delays shall not be the basis for an upward adjustment in contract prices or an extension of delivery schedule. The Government reserves the right to conduct additional testing at Contractor expense if the Government believes any proposed engineering change may have a potential negative impact on the ability of the product to meet the requirements of the purchase description.

C.7.2.8 Effectivity Certification. Changes resulting from Class I ECPS and VECPs, shall be incorporated into the production line through contract modification. Actual cut-in of these changes shall be at a single END ITEM cut-in-point. Each ECP and VECP shall be applied to the production line at one time in their entirety. The Contractor shall maintain the original effectivity point

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Certification on file.

C.7.2.9 Electronic Data Delivery for Submittal of Configuration Data. The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. These data submittals shall be in MS Word or Adobe Acrobat formats. For all electronic files, File Transfer Protocol (FTP) can be used. A test transmission shall be conducted with 30 days after the start of contract to work out any problems associated with the electronic transfer.

C.8 LOGISTICS DOCUMENTATION REQUIREMENTS

C.8.1 The Contractor is responsible to update and create, as necessary, logistics documentation for the Buffalo MPCV. The Contractor can use existing documentation delivered under TACOM Contract W56HZV-06-C-0245 as baseline information; all data used from this contract must be validated as to ensure accuracy. All updates to this documentation shall include any and all components that differ from the existing Buffalo MPCV procured under this contract. This shall include any new components, assemblies, or parts inserted in the Buffalo MPCV due to testing, upgrades, or design changes. The creation of new documentation will be, at a minimum, in the form of a new Operators Manual, Maintenance Manual and Parts Manual.

C.8.2 The Government requires the Contractor to submit acceptable documentation on the required due date as detailed in the applicable Scope of Work paragraphs and CDRLs. It is the Contractors responsibility to validate all documentation prior to submittal to the Government. If the Government finds that there has not been validation of data submitted, review of documentation will cease and the data submittal will not be considered for acceptance.

C.8.3 It shall be understood that Government receipt of documentation does not constitute acceptance. Government acceptance of documentation hinges on the completeness, accuracy, compatibility of submitted documentation, and the following of applicable military standards. The Contractor shall carefully review all data explained in the applicable Scope of Work paragraphs to fully understand what the Government is basing its acceptance of documentation on.

C.8.4 CORRECTION OF ERRORS.

The contractor shall correct all errors found in the TMs, ETMs, and electronic data files resulting from contractor and Government reviews, test or validation/verification at no additional cost to Government.

C.9 INTEGRATED LOGISTICS SUPPORT

C.9.1 INTEGRATED LOGISTICS SUPPORT (ILS) DEVELOPMENT

C.9.1.1 The Government requires complete ILS development, provisioning, technical publications, and special tools and test equipment list for fielded and new production configurations of the Buffalo MPCV systems. The following statement of work outlines the requirements

C.9.1.2 The initial ILS development (provisioning) will focus on urgent government supply support of the agreed to fielded and new ASLs to include actual unplanned and increased maintenance and field usage of major assemblies and repair parts. This will include major assemblies and repair parts usage demands as the result of combat related damages. Details will be discussed during the start of work conference or specific designated meeting(s).

C.9.1.3 The usage of major assemblies and repair parts of the different configurations (fielded and new production end item) will be identified by serial number break points. Special tools and test equipment will also require usage identification either by serial number or vender identification.

C.9.1.4 The contractor will use Military Performance (MIL-PRF) Specification 49506, Logistics Management Information (LMI), dated 11 November 1996, for use in identifying content, format, delivery and related guidance for logistics data except as otherwise identified in this contract. Also, Army Regulation (AR) 750-1, Army Materiel Maintenance Policy, dated 18 August 2003, may be used for guidance in identifying the levels of maintenance within the Army maintenance structure.

C.9.1.5 Maintenance Planning. The contractor shall conduct Maintenance Planning to determine the maintainability characteristics of all Buffalo MPCV configurations. The analysis shall be documented in the contractors format as an LMI summary entitled Maintenance Analysis, and will identify the maintenance functions, level of maintenance, manpower, and support equipment required for each repairable item. The analysis will be in end item hardware breakdown sequence, and will also identify Functional Group Codes (In Accordance With (IAW) TB 750-93-1 (with Change 5, dated 27 Jun 1983), for each item. Instructions are contained in Attachment 2 (Maintenance Analysis). The LMI summary shall be delivered IAW DI-ALSS-81530 and CDRL A011.

C.9.2 PROVISIONING:

C.9.2.1 PROVISIONING PARTS LIST: The Contractor shall develop and deliver LMI, (Provisioning Parts List (PPL)) IAW DI-ALSS-81529, and Attachment 3 (Provisioning Data), and CDRL A012 LMI (PPL) data is required IAW MIL-PRF-49506 (dated 11 Nov 96) as specified on the LMI data worksheet for all new or updated parts and special tools for field, sustainment and depot maintenance levels, BII, COEI, and Additional Authorized List (AAL) items identified on the Buffalo.

C.9.2.2 Prime part numbers and Commercial and Government Entity Codes (CAGEC) will reflect the original equipment manufacturers information unless that part is modified, changing form, fit, and function or is proprietary.

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C.9.2.3 The data shall be capable of being loaded into our Provisioning Master Record (PMR) without any modification to the data. CCSS has various methods by which the Contractor can deliver provisioning data and the Government will discuss these methods at the start of work meeting.

C.9.2.4 ENGINEERING DATA FOR PROVISIONING (EDFP) CDRL A013: The Contractor shall prepare the EDFP, i.e. drawings as follows: A separate drawing is required for each part number. Drawings are not required for items accompanied by a copy of provisioning screening (e.g. FLIS, WEBFLIS, or by batch submittal part numbers to DLIS) which indicates this item has previously been assigned a valid stock number. The Contractor shall make available drawings for Government review. After the government approves each drawing as being suitable for NSN assignment, the drawings shall be submitted on a Compact Disk-Read Only Memory (CD-ROM) or restricted web site in Adobe Acrobat .PDF file, or some other software product format, web based file of FTP site that the government agrees to, with each PPL submittal. A separate file is required for each drawing. The CD-ROM or approved file shall include a cross reference list that identifies the part number, drawing number, PLISN and file name for each drawing. Drawings will have all required dimensions (metric preferred). Drawings (hardcopy and electronic) shall contain the following information:

- Commercial and Government Entity Code (CAGEC)
- Part Number
- Provisioning Line Item Sequence Number (PLISN)
- Provisioning Contract Control Number (PCCN)
- Nomenclature. For industry standard common hardware, include descriptive nomenclature. Make from items made from industry standard components shall include additional descriptive nomenclature. Examples of additional descriptive information include, at a minimum, the physical dimensions and all classifications (i.e. hardness, grade, thread type, surface finish, coatings, industry specifications and etc.). Common hardware includes nuts, bolts, screws, washers, o-rings, cotter pins, c-clips, clevis pins, lamp bulbs, etc.

C.9.2.5 PROVISIONING SCREENING: Contractor shall conduct provisioning screening of each item on the PPL for standardization or NSN assignment IAW DI-ALSS-81529 and CDRL A014 Provisioning screening using the Federal Logistics Information System (FLIS), WEBFLIS FEDLOG or by batch submittal of part numbers to DLIS. HAYSTACK is no longer the official provisioning screening program. These results will be used to select valid part numbers, NSNs, and current unit of measure/issue prices for provisioning purposes. Common hardware item (nuts, bolts, screws, washers, lock washers, rivets, etc. for current NSN assignment) will be screened by technical characteristics. The screening results must be available for review by government representative.

C.9.2.6 For additional information on FLIS and batch submittals to DLIS, refer to the Provisioning Screening User Guide. For additional information on WEBFLIS, go to [www.dlis.dla.mil/webflis](http://www.dlis.dla.mil/webflis). There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid userid/password to access the system. Userids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for government workers and one for government sponsored contractors.

C.9.2.7 Drawing Information: A separate drawing is required for each part number. Drawings are not required for items accompanied by a copy of provisioning screening (e.g. FLIS, WEBFLIS, or by batch submittal part numbers to DLIS) which indicates this item has previously been assigned a valid stock number. The Contractor shall make available drawings at each provisioning conference for Government review. After the government approves each drawing as being suitable for NSN assignment, the drawings shall be submitted on a Compact Disk-Read Only Memory (CD-ROM) in Adobe Acrobat .PDF file, some other software product format, web based file or FTP site that the government agrees to, with each PPL submittal. A separate file is required for each drawing. The CD-ROM or approved file shall include a cross reference list that identifies the part number, drawing number, PLISN and file name for each drawing. Drawings will have all required dimensions (metric preferred). Drawings (hardcopy and electronic) shall contain the following information:

- Commercial and Government Entity Code (CAGEC) (vendor & OEM)
- Part Number (vendor & OEM)
- Provisioning Line Item Sequence Number (PLISN)
- Provisioning Contract Control Number (PCCN)
- Nomenclature. For industry standard common hardware, include descriptive nomenclature. Make from items made from industry standard components shall include additional descriptive nomenclature. Examples of additional descriptive information include, at a minimum, the physical dimensions and all classifications (i.e. hardness, grade, thread type, surface finish, coatings, industry specifications and etc.). Common hardware includes nuts, bolts, screws, washers, o-rings, cotter pins, c-clips, clevis pins, lamp bulbs, etc.

C.9.2.8 For additional information on FLIS and batch submittals to DLIS, refer to the Provisioning Screening User Guide. For additional information on WEBFLIS, go to [www.dlis.dla.mil/webflis](http://www.dlis.dla.mil/webflis). There are two versions of WEBFLIS: Public Query and Restricted/Sign-on. Anyone with access to the Internet may access the Public Query version. The Restricted/Sign-on version requires a valid userid/password to access the system. Userids may be obtained by filling out a registration form. The registration forms are found on the DLIS web site. After accessing the Home Page, go into the Forms and Publications section and select the registration form for WEBFLIS. There are two forms available - one for government workers and one for government sponsored contractors.

C.9.2.9 Design Change Notices/Engineering Change Proposals (DCN/ECP). Contractor shall submit DCN/ECP LMI Data for those design items and/or part number changes which modify, add, delete or supersede any of the Operating, Maintenance or Repair Parts Manual information

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that was provided previously for the Buffalo system. This information shall be submitted at a maximum of 60 working days after government ECP approval or a production change decision has been implemented. An approved ECP(s) shall be provided with each DCN submittal as applicable.

C.9.3 SPECIAL TOOLS AND TEST EQUIPMENT LIST (STTE)

C.9.3.1 Support Equipment Tools and Test Equipment (STTE). The contractor shall deliver a list of Support Equipment Tools and Test Equipment IAW DI-ILSS-80868 and CDRL A015. The list shall be in tabular form and shall identify special tools and test equipment not contained in U.S. Army Supply Catalogs. Supply Catalogs contain common tool sets and are listed at US Army LOGSA web site at <https://weblog.logsa.army.mil/sko/index.cfm>. Maximum use of common tools, support equipment, and TMDE normally organic to the user is preferred. The list shall provide Nomenclature, Cage Code, National Stock Number (NSN), if assigned, Part Number, level of maintenance, and price of each item on the list.

C.9.3.1.1 New TMDE items, those not identified in U.S: Army Supply Catalogs may require special source and calibration documentation in order to update/ provide data for possible inclusion to the TMDE register (DA Pam 700-21-1). The contractor shall provide all required data for all new TMDE.

C.9.3.1.2 The following paragraphs are included to clarify special tools for Army use. Special tools are not identified as components in a SKO SC. Special tools are--

C.9.3.1.2.1 Fabricated tools that are made from stocked items of bulk material, such as metal bars, sheets, rods, rope, lengths of chain, hasps, fasteners, and so forth. Fabricated tools are drawing number controlled and documented by functional group codes in RPSTLs and located in TMs as appendices. Fabricated tools are used on a single end item.

C.9.3.1.2.2 Tools that are supplied for military applications only (that is, a cannon tube artillery bore brush, BII) or tools having great military use but having little commercial application.

C.9.3.1.2.3 Tools designed to perform a specific task for use on a specific end item or on a specific component of an end item and not available in the common tool load that supports that end item/unit (for example, a spanner wrench used on a specific Ford engine model and on no other engine in the Army inventory).

C.10 TECHNICAL PUBLICATIONS: DELIVERED IN ACCORDANCE WITH CDRL A016

The Contractor shall deliver all data in English. All data delivered under this contract shall be submitted electronically via CD-ROM or electronic mail in a mutually agreed upon compatible format. The Government will provide electronic mail addresses during the Start of Work Meeting.

C.10.1 Technical Publications: Department of the Army Technical Manuals (TMs) and Department of the Army Repair Parts and Special Tools List (RPSTL).

C.10.1.1 The Contractor shall prepare and deliver one set of DA Technical Manuals (DATMs) to support the Buffalo POR Configuration in accordance with MIL-STD-40051-2 (ETM) (Dated 15 Oct 2004), Subject DoD Standard Practice-Preparation of Digital Technical Information for Page-Based TMs, Publications Requirements, Attachment 4, Publications Requirements, Department of the Army Repair Parts and Special Tools List (DA RPSTL), Attachment 5, TM Requirements Matrix, Attachment 6, and CDRL A016. [TM 9-2320-XXX-10 -- Operators Manual, TM 9-2320-XXX-24 -- Field and Sustainment Maintenance Manual, TM 9-2320-XXX-24P -- Field and Sustainment Maintenance Repair Parts and Special Tools List]

C.10.1.2 The Contractor will ensure that the POR Configurations are referenced in the manual by both UOC and by a serial number break-out. Tasks that vary between the POR Configurations shall have the serial numbers referenced for tasks unique to each configuration.

C.10.1.3 The TMs shall be divided into volumes if the page counts exceed 1500 pages (750 sheets.) An example of the TM Volume Designation would be TM 9-XXXX-XXX-24-1.

C.10.2 Electronic Technical Manual (ETM), CDRL A016.

The Contractor shall prepare and deliver ETMs and electronic files in accordance with Attachment 4, Publication Requirements.

C.10.3 The Contractor shall furnish unrestricted copyright releases for all TMs. The Contractor shall ensure that Government has the right to use, copy, and distribute the TMs, ETMs, and electronic data files delivered under this contract, electronically and in hard copy as the Government deems necessary. When the Contractor uses commercial data which covers a subcontractor's component(s) or portion thereof, and the subcontractors data contains copyrighted material, the Contractor shall be responsible for obtaining a copyright release from their subcontractor and furnishing such release to the Government. In the event no copyrighted information is used in a deliverable under this contract, the Contractor shall certify this in writing. The SAM shall review the copyright release or letter before the copyright material is released. This release/letter must be delivered with or before the final reproducible copy (FRC) it covers. An FRC shall be considered incomplete without this release/letter. The Contractor shall package and deliver all source material, defined as operating plans, standard procedures, computer documents and residual material, source codes, computer disks, computer tapes, and all other media containing digital files developed to fulfill the requirements of this contract. The Contractor shall grant the Government unlimited right to any and all data/products under this work directive that are developed and entirely funded

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by the Government. The Government, at its discretion, will post the final DA-authenticated TMs on the Internet for the soldiers access.

**C.10.4 CONTRACTOR VALIDATION GOVERNMENT VERIFICATION**

C.10.4.1 The Contractor is required to perform a 100% Validation on all data developed for the TMs to ensure accuracy, compatibility and completeness. The Contractor shall ensure that the TM data accurately reflects and supports all of the approved Buffalo configurations only, including any and all changes to the configurations resulting from testing, vendor parts supply and production line changes, Engineering Change Proposals (ECP) and Design Change Notifications (DCN) at no additional cost to the Government. The Contractor shall also perform a 100% review of the TM/ETM to ensure that it meets contract requirements. The Contractors review of TM/ETM shall be hands-on live testing, desk-top review, or a combination of these methods to ensure that the draft TM/ETM is fully operational so that the Government can evaluate their operation, navigation, and structure. The paper copy draft manual and the ETM shall be mutually inclusive of data, text and art, and format.

C.10.4.2 The Contractor shall deliver a Validation Plan, in its own format, informing the Government of the contractors planned Validation schedule, start date, time, and location of Validation 30 days prior to start of the Validation. This will allow time for the Government to attend and witness the Contractors Validation, and to combine its Verification with the Contractors Validation, if the Government so chooses. The Government reserves the right to review validation records in accordance with CDRL A017.

C.10.4.3 The Government has the right to verify all publication deliverables. Government reviews and verification may be done through statistical sampling and actual performance; but could include actual performance of all procedures, if deemed necessary by the Government. The Government does not intend to review and verify every task, but relies on complete, careful editing and review by the Contractor. If there are indications that the Contractor has performed incomplete or inadequate QA Reviews, the Government may elect to return products for rework and perform additional reviews on reworked product.

C.10.4.4 The Contractor shall also support the Governments Verification by having at least one person in attendance who was involved in the development of the TMs. This person will take notes of all corrections required and be able to answer questions about the TMs development. The Contractor will receive a copy of the Governments Verification Plan 30 days before Verification. The Verification Plan will outline the support (to include personnel, parts, EDIL, tools) the Contractor is required to provide to the Government.

C.10.4.5 Minimally, the Contractor is responsible to provide, for the Verification:

C.10.4.5.1 Contractor shall support the Buffalo configuration, and it's attachments for Government verification.

C.10.4.5.2 As required, technical representatives who are fully qualified to answer questions in regards to supplemental data, manual development, logistics, and provide necessary technical services.

C.10.4.5.3 Document all recommended changes to the Technical Manuals resulting from the conference.

C.10.4.5.4 Provide the necessary unique support items and services to manage, support, operate and maintain the Buffalo during the conference including EDIL, unique repair parts, and mandatory replacement parts subject to damage or destruction during the course of the verification. These repair parts will be made available prior to the beginning of the conference.

C.10.4.5.5 Sign off on verification record.

**C.10.5 TECHNICAL PUBLICATION PACKAGING**

Technical Manuals and Technical Bulletins shall be preserved in accordance with MIL-STD-2073, method 31 or 33, and shipped with each Buffalo vehicle produced after the TM and TB has been authenticated. The Government will print the manuals and bulletins and provide them to the Contractor. After the manuals are authenticated one set to include a CD-ROM must be shipped with each Buffalo. The Contractor is responsible for overpacking one set of the approved manuals and bulletins with each Buffalo shall not be shipped without authenticated manuals once they are received.

**C.11 MILITARY PACKAGING DOCUMENTATION REQUIREMENTS:**

C.11.1 Contractor shall develop Equipment Preservation Data Sheets (EPDS) for each configuration of the Buffalo. Contractor shall include requirements for long term outside storage for up to 2 years in adverse environments, long term controlled humidity (50%RH) storage aboard ships for 30 months at sea, short term administrative outside storage of 90 days, and disassembly procedures to meet clearance requirements for land, air, and sea shipments. Controlled humidity and administrative storage procedures shall ensure drive-on/drive-off capability. Packaging requirements for BII and COEI shall be developed by the contractor. BII shall be packed separate from COEI. HAZMAT COEI will be packaged and shipped separately from the system in accordance with CFR Title 49. The contractor shall designate stowage locations and securement provisions. The contractor shall ensure the stowage locations shall deter pilferage and shall not interfere with lifting, tie down or other transportation handling. The Contractor shall submit EPDS electronically to the Government with the capability to view, identify, make corrections, add comments and insert approval IAW CDRL A018.

C.11.1.1 Updates and Changes to Equipment Preservation Data Sheets: The contractor shall revise the Equipment Preservation Data Sheets to reflect design changes that affect the system's shipment configuration, weight, or transportability. The contractor shall also provide revisions to the Equipment Preservation Data Sheets for each logistics change affecting packaging instructions for BII or COEI.

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C.11.1.2 The Government will determine if all or selected portions of the Equipment Preservation Data procedures shall be validated to verify the adequacy of the vehicle preservation procedures and exercising requirements. Primary considerations will be given to the complexity and/or uniqueness of the process and/or materials involved. Government representative will attend and witness Contractors procedures.

C.11.2 Compliance with Federal and Industry Transportation Requirements: The Government ships using truck, rail, plane, and ship. The contractor shall develop Equipment Preservation Data Sheets for these modes of transportation and identify unique requirements for each mode of transport. This will allow the Government to process for shipment based on the intended mode of transport. The contractor shall comply with the applicable codes and standards listed here: (1) Code of Federal Regulation Titles 29, 40 and 49, (2) International Maritime Dangerous Goods Code, for vessel transport, (3) AFMAN 24-204, Preparing Hazardous Materials for Military Air Shipments, and (4) International Air Transportation Association (IATA) Dangerous Goods Regulations . The contractor shall include disassembly procedures to meet the requirements of the codes and standards mentioned above.

C.11.3 Component Parts Packaging Requirements: Contractor shall develop packaging data for all parts identified during the provisioning process as TACOM managed with an SMR code of P, excluding PR and PZ, to provide for life cycle support and safe distribution of the reparable items. Packaging data shall also be developed for Field Level Kits. Packaging shall be developed in accordance with MIL-STD-2073. All items shall be classified as select group (C.11.3.2) or special group (C.11.3.3) items. Any HAZMAT items shall be considered Special Group Items and have packaging designed to meet the requirement of the HAZMAT regulations identified in Paragraph C.11.2. The contractor shall provide LMI Data Products for packaging data systems, entry as specified in MIL-PRF-49506, Attachment 7 (Packaging Data Products) and Attachment 8 (Packaging Data Formatting Instructions). Contractor shall furnish drawings and notes sufficient for Government review concurrent with each packaging data submittal.

C.11.3.1 Excluded Items: Excluded items are those items with packaging data already in the TACOM Packaging File "PACQ", FEDLOG, FLIS, and those assigned a Contractor and Government Entity Code (CAGE) of: 1T416, 21450, 80204, 96906, 10060, 24617, 80205, 99237, 80244, 81343, 81346, 81348, 81349, 81352, 88044 or identified as GFE/GFM. Also EXCLUDED are items for: (1) not mission capable supply, (2) depot operational consumption, and (3) not-for-stock supply.

C.11.3.2 Coded Packaging Data: The Government will provide the contractor with periodic reports showing status of the program. Data is critical to populating the National stock Number Material Data Record (NSNMDR) and the Federal Logistics Information System (FLIS) Government data files and shall be 90% accurate. The contractor will rework submittal errors within 10 days after rejection by the Government. The contractor shall provide the necessary personnel, facilities, equipment, material, and the electronic data interface. The contractor shall include information for each of the items so TACOM can determine the adequacy of the packaging submittal. This includes item drawings and data such as Source, Maintenance & Reliability codes, Unit of Issue codes, Unit of Measure, Measurement Quantity, and copies of applicable Material Safety Data Sheets. The contractor shall furnish item drawings, photo documentation and notes sufficient for reviewing the packaging designs. Information shall be formatted and delivered in accordance with CDRL A019 and Attachment 7 and Attachment 8 (Packaging Data Products and Format).

C.11.3.3 Special Packaging Instructions (SPI): The contractor will prepare SPIs for each reparable item, each hazardous material item, each fragile, sensitive, critical item, shelf life items, electrostatic discharge sensitive items, disassembly procedures, items requiring special handling or condemnation procedures and any item that cannot be adequately packaged/defined as a Select item, following MIL-STD-2073-1D including kits and sets. SPIs shall meet the performance of ASTM D4169, Distribution Cycle 18, Assurance Level I, with Acceptance Criterion 3 (Product is damage free and package is intact). Each SPI submittal shall have a test report, including photographs, attached showing the condition of the package and part before and after the testing. Acceptable photographic evidence shall show the product is undamaged from all angles. SPI shall be in a format that can be viewed, changed, and commented upon. The contractor shall provide read/write access to SPI. All data submitted will be contractor validated and 95% accurate. The contractor will rework submittal errors within 10 days after rejection by the Government. Information shall be formatted and delivered in accordance with CDRL A020.

C.11.4 Contractor shall provide a Material Safety Data Sheet (MSDS) for each hazardous material item IAW CDRL A021. Packaging and marking for hazardous material shall be in accordance with MIL-STD-2073-1D Standard Practice for Military Packaging, Appendix J, Table J.1a Specialized Preservation Code HM and the Joint Service Regulation AFMAN24-204/TM38-250 for Military Air Shipments.

C.11.5 Contractor shall conduct an assessment to determine if existing or new Long Life Reusable Container (LLRC) designs are suitable for reparable items including engine, transmission and transfer case. The contractor shall assess form, fit and function of existing containers. Contractor shall compare costs of modifications to existing designs and alternate new designs. Assessment data shall include analysis justifying the need for a new or modified container. If a new or modified LLRC is required, Contractor shall submit a proposal that includes development cost, validation testing requirements and cost, life cycle cost estimate, Container Design Retrieval System (CDRS) results and cost to develop a Technical Data Package (TDP) to develop new or modify existing LLRC. If a new or modified LLRC is required the Government shall be notified IAW CDRL A022.

C.11.5.1 Contractor shall conduct an assessment to determine if new or existing commercially available reusable container designs are suitable for any Line Replaceable Units (LRU). The contractor shall assess form, fit, and function. Compare costs to modify existing designs or alternate new designs. The commercially available reusable container must meet the validation testing requirements (Para. C.14.3.3). Contractor shall develop and submit a SPI (Para. C.11.3.3) for each LRU with a commercially available reusable container

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describing the packaging processes and materials IAW MIL-STD-2073-1D. Delivery of SPI shall be IAW CDRL A020. If a new or modified commercially available reusable container is required, Contractor shall submit a proposal for each commercially available reusable container that includes development cost, validation testing requirements and cost, life cycle cost estimate and cost to develop a Technical Data Package (TDP) to the Government for review and subsequent approval or rejection IAW CDRL A022.

C.12            Quality Assurance Management

C.12.1        Quality Management System. The contractor shall implement a quality management system in accordance with the requirements of ISO 9001:2000 or an equivalent quality system as a measurement of product quality for the Buffalo MPCV systems that are produced for this contract. The contractors quality management system shall be made available and accessible at anytime for government review and evaluation to assess the contractors quality system compliance, implementation and effectiveness.

C.12.2        First Article Approval of Buffalo MPCV System. First Article approval shall be required for this contract, under the authority of FAR Clause 52.209-4, Alt I & II, First Article Approval Government Testing. If the First Article is disapproved, the contractor upon Government request shall repeat any part or all of the First Article Test (FAT) on the first article vehicles. All costs related to these tests shall be borne by the contractor.

C.12.2.1      Test and Production Locations. The Contractor shall produce the Buffalo MPCV production (and test) vehicle systems and conduct the First Production Vehicle Inspection (FPVI) at the same location and facility. Should the contractor change the location and facility of production of Buffalo MPCVs and first article units, a new First Article Test shall be required, regardless of any previous First Article Tests conducted.

C.12.2.2      Failure to Deliver. If the contractor fails to deliver any First Article unit on time, or if the Procuring Contracting Officer disapproves any First Article unit, the contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

C.12.2.3      Test Units. Unless otherwise provided in the contract, and if the approved First Article is not consumed or destroyed in testing, the contractor may deliver the approved First Article as part of the contract quantity, if it meets all contract requirements for acceptance.

C.12.2.4      Transportation Costs. The PVT vehicle system shall be shipped to the specified Government test site(s) in accordance with the requirements of this contract. All vehicle shipment charges from the contractors plant to the various sites and their return to the plant for refurbishment shall be the sole responsibility of the contractor.

C.12.2.5      Manufacturing Standard/Logistics Vehicle. After completion of PVT, the designated test vehicles shall be restored to 10/20 standards at the contractors expense. The First Production Vehicle or another production vehicle (at the PCOs discretion) may be retained as the manufacturing standard/logistics vehicle until completion of the contract and submitted as the last unit to be delivered under the contract. All configuration changes as a result of drawing and/or specification modifications taking place after the FPVI and/or PVT shall be made to the First Production Vehicle so that this vehicle will be representative of the current configuration throughout the life of the contract.

C.12.2.6      First Article Waiver. The contractor may request a waiver; however, supporting documentation shall accompany the request. The Government may waive the requirement for the First Article Test where supplies identical or similar to those called for in the schedule have been previously furnished by the contractor and have been accepted by the Government.

C.12.3        First Article Test (FAT). The contractor shall conduct a First Article Test (FAT), as specified in the Buffalo MPCV purchase description and the contract, on up to seven (7) Buffalo MPCV systems. The FAT shall consist of a First Production Vehicle Inspection (FPVI), conducted at the contractors manufacturing facility and a Production Verification Test (PVT), conducted at a government test site(s). The test vehicles for PVT shall not be shipped to the government test site until acceptance of the FPVI report has been provided by the Procuring Contracting Officer, or as directed by the Procuring Contracting Officer.

C.12.3.1      Notification of First Article Test. The contractor shall provide written notification of the First Production Vehicle Inspection (FPVI), at least 20 calendar days prior to the start of FPVI. The written notification to the Procuring Contracting Officer and Administrative Contracting Officer (ACO) shall identify the time, date, and duration of the FPVI. For PVT, the Government will provide a 30 day notification to the contractor for system support in the PVT (see Section E, Test and Evaluation).

C.12.3.2      First Article Test - First Production Vehicle Inspection (FPVI). This initial part of the First Article Test (FAT) shall be conducted by the contractor at his manufacturing facility, witnessed and/or participated by government representative(s). At the Governments discretion, the FPVI vehicles may be randomly selected at any point during manufacturing process or at the completion of the FPVI units. The FPVI shall consist of verification of vehicle characteristic requirements in accordance with the contract and purchase description for conformance. The contractor shall determine the specific cause of any defects discovered and correct all defects, accordingly, at no increase in contract price. The contractors records that relate to the Buffalo MPCV build process and contract shall be readily available for government review prior to the start of the FPVI.

C.12.3.2.1    Test Vehicle System Shipment. Under no circumstances shall any test vehicle system be shipped from the contractors facility to the test site until:

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- a. A complete inspection has been performed by Government personnel, representing the ACO and the PCO at the procuring activity;
- b. All deficiencies revealed by the Government inspection have been corrected by the contractor and approved by the Government, as evidenced by a conditional DD Form 250, signed by an authorized Government representative before shipment.

C.12.3.2.2 First Production Vehicle Inspection Plan. [CDRL A023] The contractor shall submit an FPVI plan thirty (30) days after contract award, for conduct of the FPVI. The plan shall consist of the following: a) purchase description requirements and verification; b) Final Inspection Record (FIR); c) Buffalo MPCV build process(es) (or Buffalo MPCV Build Books for each FPVI vehicle); d) integration and assembly (in-process); e) fabrication process(es); d) complete configuration changes; e) Build of Materials (BOM); f) Qualified Products List (QPL); g) complete inspection and test data for Buffalo build (i.e, suppliers and subcontractors); h) specifications (subsystems, components and materials); i) certifications; j) product and installation drawings; and k) purchase orders.

C.12.3.2.3 First Production Vehicle Inspection Report. [CDRL A024] The contractor shall prepare and submit for acceptance an inspection and test report at the completion of FPVI, in accordance with DI-NDTI-80809B. The report shall describe in detail the results of the FPVI and shall be substantiated by objective quality evidence. The report shall define in writing all deficiencies for the specific cause(s) and describe all long term corrective actions taken that eliminate the specific cause for the life of the affected items. If the FPVI is disapproved and additional inspections are required, the contractor shall resubmit an inspection and test report. All costs related to additional FPVI inspections and tests shall be borne by the contractor, at no increase in contract price.

C.12.3.2.4 Final Inspection Record (FIR). [CDRL A025] The contractor shall prepare a Final Inspection Record (FIR) that incorporates the requirements of the contract and purchase description for the production (and test) vehicles delivered under this contract. The FIR shall incorporate drawings (installation, wiring schematics, assemblies, and subassemblies), major components, finishing, inspections, tests, certifications, configuration changes, automotive system, vehicle delivery preparation, deprocessing sheets and a deficiency sheet. The Buffalo MPCV FIR shall require approval by the Procuring Contracting Officer (PCO), which shall, also, include approval by the PCO of each subsequent update and revision, throughout the production contract period. The contractor shall update and revise the Buffalo MPCV FIR that incorporates the above FIR requirements.

C.12.3.2.5 Production Vehicles System Acceptance. The approved FIR shall be utilized by the contractor to completely inspect Buffalo MPCVs for FPVI and to perform an end item inspection on the completed production Buffalo MPCVs. The FIR will be utilized by government representative(s) to conduct acceptance inspection on Buffalo MPCVs. Deficiencies discovered during inspection shall be corrected for the specific cause(s) by the contractor and described on the FIR Deficiency Sheet. The contractor, at no increase in cost to the government, shall correct the specific cause(s) of any deficiencies discovered during verification and deprocessing. The PCO approved deprocessing sheet shall accompany each vehicle delivered. The completed FIR (marked-up copy) for each vehicle shall be provided to government representative(s) for records.

C.12.3.3 First Article Test Production Verification Test(s) (PVT). The second part of the First Article Test (FAT) is the Production Verification Test (PVT) that will be conducted at Government test sites (See Section E, Test and Evaluation), on up to seven (7) Buffalo MPCVs that underwent FPVI at the contractors facility. The PVT will include the following: Developmental Testing (DT); Operational Testing (OT); Logistics Demonstration (Log Demo), RAM (reliability testing) and FPTs (priced-option, see Section E).

C.12.3.3.1 Test Vehicles System Acceptance. Under no circumstances shall any test vehicle system be accepted by the Government (final DD Form 250), nor shall the contractor be eligible to invoice or claim any payment exceeding the progress payment rate or performance based payment rate, on the basis of the conditional DD Form 250. Execution of a final DD Form 250 and the completion of payment shall occur only after (i) successful completion of all testing and (ii) completion by the contractor of all refurbishment, upgrading, and corrections required to bring such vehicles up to serviceable and mission capable condition (10/20 standards).

C.12.3.3.2 Test Vehicle System Failure. Failure of either the Production Verification Test (PVT), Follow-on Production Test (FPT) or Control Test (CNT), when required by the contract or exercised by the PCO, vehicle systems as a result of any defect detected shall be cause for rejection of such test vehicle systems and vehicle systems being offered for acceptance, until objective evidence has been provided by the contractor that corrective action has been taken to eliminate the defect. Any defect found during, or as a result of the PVT or FPT or CNT shall be prima facie evidence that all vehicle systems produced that are represented by the PVT, FPVI, CNT or a previous FPT or CNT are similarly deficient unless contrary objective evidence satisfactory to the Contracting Officer is furnished by the contractor. Such a defect on all affected vehicle systems associated repair parts and in the production process itself shall be corrected by the contractor at no increase in contract price.

C.12.3.3.3 Vehicle System Retest. In the event of vehicle system test failures, the Government reserves the right to choose to retest the same or another vehicle system upon correction of the defect(s) by the contractor to the complete extent and duration specified in the test program, or to such lesser extent as the Contracting Officer deems appropriate. If another vehicle system is selected, the contractor shall be responsible for all deficiencies detected regardless of relationship to the original test failure and shall comply with the provisions above. The contractor shall bear responsibility for delays in the program test period resulting from vehicle defects or failure to adequately furnish parts support (within 24 hours on a scheduled test day) and the Government will have the right to extend the specified program test period accordingly for such contractor induced delay. The extent of any responsibility for contractor induced delay shall be limited to the Governments direct operating costs.

C.12.4 System Test Support. The contractor shall provide capable and knowledgeable on-site technical support throughout the completion

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of the Production Verification Test (PVT) at the government test sites: Aberdeen Proving Ground (APG) and Yuma Proving Ground (YPG). The contractors support of system testing shall be as prescribed by C.12.4.1, C.12.4.2, Section E and the following: system support package (SSP); system support package list (SSPL); technical support personnel or Field Service Representative(s) (FSRs); logistics and maintenance support above the DS/GS (Direct Support/General Support) level; support equipment (repair and/or replacement or spare parts, technical manuals, Basic Issue Items, special tools, and expendable parts). The SSP shall be delivered to the government test sites 30 days prior to the start of production verification test. FSRs and/or technical personnel shall report to the test site when directed by the procuring activity.

C.12.4.1 The contractor shall bear sole responsibility for correction (or fulfillment) of shortages or deficiencies and currency of the SSP and SSPL that impact PVT during the test period. If shortages or deficiencies in system test support (SSP and SSPL) are discovered at the time of or during the tests, the contractor shall bear the sole responsibility of fulfillment of all shortages for all tests, within twenty-four (24) hours of notification. Accordingly, updates to the SSP and SSPL shall be delivered to the test site (prior to retest) within twenty-four (24) hours of notification. All applicable provisions of C.12.3.3.2 and C.12.3.3.3 shall equally apply, entirely.

C.12.4.2 System Support Package List (SSPL) and System Support Package Plan (SSP Plan) [CDRL A026]. The contractor shall prepare and deliver a system support package list (SSPL) and a system support package plan (SSP Plan) to support Production Verification Test (PVT) throughout completion. The SSPL and SSP Plan shall include the following: spare/replacement of repair parts; common and special tools; Basic Issue Items (BII); Component of the End Item (COEI); expendable supplies; technical manuals; production/test vehicles; and technical personnel. The SSPL and SSP Plan shall be described in detail and shall identify the status and source of supply of each item, whether contractor or government supplied. The contractor shall maintain an updated SSPL and SSP throughout PVT for any system retest and/or configuration changes.

C.12.4.3 Transportation Costs. The PVT vehicle system shall be shipped to the specified Government test site(s) in accordance with the requirements of this contract. All vehicle shipment charges from the contractors plant to the various sites and their return to the plant for refurbishment shall be the sole responsibility of the contractor.

C.12.5 Test Incident Reports (TIRs). [CDRL A027] During conduct of the Production Verification Tests (DT, OT, RAM, Log Demo, and FPTpriced option), Test Incident Reports (TIRs) will be generated from the tester. The contractor shall be responsible for accessing computer databases for all TIR data during Government testing. Each TIR written will be "scored" per the Failure Definition/Scoring Criteria. The contractor shall respond to TIRs as directed below with a Failure Analysis and Corrective Action Report (FACAR) in accordance with DI-RELI-81315. The response shall be submitted in the Army Test Incident Reporting System (ATIRS) as well as in an electronic format provided to the PM. A final FACAR shall be submitted to the Government within the time limits listed below. Should a final response not be available within the designated time, an interim/preliminary response is required for submittal. Submittal requirements are based on the TIR release date and are expressed in calendar days.

Incident Classification	FACAR Submitted Within
Critical	72 hours after contractor notification
Major	15 days
Minor	30 days
Information	Submit FACAR if requested by the Government.

**Note:** The contractor shall coordinate with the U. S. Army TACOM, LCMC, Product Quality Manager for the Buffalo MPCV system for assistance in accessing the TIR databases for the purpose of TIR retrieval.

C.12.6 Test Vehicles Refurbishment. The contractor shall complete a detailed inspection and assessment of up to seven (7) test vehicles upon their return to the contractor's manufacturing facility. The contractor shall submit a detailed inspection and assessment report on each vehicle to the Government for review within fifteen (15) days for Government review. The Government will review the report within twenty (20) working days and provide direction on the tasks that the contractor shall perform. Within thirty (30) days after receipt of Government direction, the contractor shall submit a ceiling price proposal for refurbish the test vehicles to fully mission capable (10/20) standards for the selected tasks. Refurbishment to 10/20 standards shall be completed within sixty (60) days, after Government provides direction to initiate refurbishing. Refurbishing of the test vehicles shall be performed by the contractor at no increase in cost to the Government.

C.12.7 Certification Requirements. The contractor shall prepare certifications for items identified in the Buffalo MPCV system purchase description. Certifications shall include all documentation, objective evidence, examinations and test results where applicable. Certification of compliance to specific contract and/or specification requirements shall be a statement to the effect that the contractor has complied. Certifications shall be complete and available (and copies provided) to the Government for review at the time of the FPVI. Subcontracting does not relieve the contractor of providing the required certification information from either the subcontractor or their manufacturers (nor distributors). If any certification is unacceptable to the Government, the contractor shall conduct additional examinations/tests or provide additional documentation as required to validate that certification at no increase in contract price. Information on acceptable certifications is identified in E of this contract.

C.12.8 Welding. Thirty (30) days prior to welding production vehicles, the contractor shall have available at all welding facilities welding procedures (WPS) which have been tested and qualified for use in accordance with applicable specifications. Ferrous armor and structural steel with a yield strength equal to or greater than 80KSI shall be welded per AWS D1.1. All weldments involving crack prone materials such as MIL-A-46100 subject to fatigue loading shall be preheated prior to welding and shall be duly noted in the WPS.

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Aluminum armor or structural aluminum shall be welded IAW AWS D1.2. Welding processes not covered by the referenced documents shall be done to any AWS welding standard appropriate for the material thickness, strength and welding process selected. All welders shall be qualified to the applicable welding specification prior to production. The contractor shall advise the Contracting Officer when these documents are available for review and acceptance by the government at the prime contractor's facility. If the government finds welding controls to be in non-compliance to the contract, the contractor must take immediate corrective action to resolve the non-compliance. The contractor shall also provide a list of welding vendors who supply welded parts which must comply with the two noted specifications. An audit schedule will be coordinated between contractor and government representative to assure that these vendors meet the same requirements as noted herein.

C.12.9 CARC paint pretreatment shall be as described in Section E and the purchase description. For surfaces that exceed 400 degrees F, CARC shall not be used; a commercial high heat paint or MIL-B-14105 may be used. Adhesion testing shall be performed on a completely cured CARC finish.

C.12.10 Product Quality Deficiency Reports (PQDR) Field Generated. The contractor shall investigate and provide long term failure analysis and corrective action for all PQDRs, generated on Standard Form 368 (existing form or electronic) against products or supplies produced under this contract, at no additional cost to the Government. Upon request of the QDR exhibit, the contractor shall be responsible for all costs associated with shipping the QDR exhibit(s) to their designated location. The contractor shall provide replacement parts for all components determined to be deficient or attributable to workmanship/product nonconformance, at no additional cost to the Government. Production/field corrective actions shall be accomplished at no additional cost to the Government. Corrective actions requiring configuration changes shall follow the configuration requirements as specified in C.7.

C.12.10.1 Product Quality Deficiency Reports (PQDRs) Field Generated. The contractor shall provide a written response within 72 hours (electronically) to all field reports generated from the users. Product Quality Deficiency Reports that relate to safety shall require a written response within 24 hours.

C.12.10.2 [CDRL A028] A final written response, in contractor format, shall be submitted per DI-RELI-81315 (T) to the designated government representative within 30 calendar days of receipt of a PQDR. If a final response is not ready for submittal, the contractor shall submit an interim response detailing the status of the investigation. The response shall report on the actions taken, corrective action, and contractor's position with respect to repair or replacement parts.

C.12.12 Product Quality Deficiency Report (PQDR) Government Furnished Material (GFM). [CDRL A029] Upon receipt of deficient Government Furnished Material (GFM), the contractor shall prepare and submit a contractor form to the designated government office per DI-QCIC-80736.

C.12.12 Quality Records. All records of inspections, examinations, certifications, tests, supplier audits, and purchase orders shall be retained by the contractor for a period of 5 years after contract close-out. These records shall be made available (and copies provided) to the Government, upon request. Additionally, where product or process deficiencies have occurred, the contractor's records shall provide documentation that fully describes the root cause of deficiencies and root cause corrective actions.

C.12.13 Material Review Board (MRB). The contractor shall establish an MRB or equivalent (DCMA approval) that includes the on-site Government representative, with complete authority for approval or disapproval of MRB actions. This board is responsible for disposition of minor nonconforming material (product, processes, etc.). Authority to approve all MRB decisions involving repair, rework, use-as-is material, and standard repair or other non-standard repair procedures will be at the discretion of the Government representative. Both standard and nonstandard repair procedures shall include instructions for reprocessing material after repair and shall specify all contractor inspections required. The contractor shall not consider a new standard repair process until all assignable causes of variance or omitted processes (or process steps) have been eliminated and corrected. The Government's review or concurrence of a repair technique shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately correct the nonconformity. The establishment of the MRB shall be at no cost to the Government.

C.12.13.1 A minor nonconformance is defined as a nonconformance which does not adversely affect any of the following:

- a. Health or safety
- b. Performance or function
- c. Interchangeability, reliability, or maintainability
- d. Effective use or operation
- e. Weight or appearance (when a factor)
- f. Logistics

C.12.13.2 A major nonconformance is defined as a nonconformance other than minor that cannot be completely eliminated by rework or reduced to a minor. A nonconformance that is major or critical shall not be subjected to MRB disposition.

C.12.13.3 "Use-As-Is" is defined as a disposition of material with one minor nonconforming characteristics that has been determined (by MRB) to be usable for its intended purpose in its existing condition.

C.12.14 Corrective Action Board (CAB). The contractor shall implement a CAB consisting of top management representatives of appropriate contractor organizations, with Government oversight and authority for approval or disapproval of the CAB. The CAB shall

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have the level of responsibility and authority necessary to effect corrective actions for the specific cause(s) and continual improvement of product quality processes that shall ensure that the specific cause(s) of nonconforming material (product and process) has been identified and completely eliminated and that corrective and preventive actions are timely and effective throughout the contractors organization. The CAB shall have the authority to require investigations necessary to define effective corrective and preventive actions which shall result in continual improvement of product and processes, such as to reduce costs associated with scrap, rework and repair, and the elimination of nonconforming material. The establishment and implementation of the CAB shall be at no cost to the Government.

- C.12.14.1 At no additional cost to the Government, the contractor shall develop and maintain a data system for recording nonconformance information. Typical data is as follows:
- a. Quantity of nonconforming items
  - b. Recurrences (number and type)
  - c. Cause determinations
  - d. Long term corrective actions (status and delinquent actions)
  - e. Dispositions (number and type)
  - f. Costs related to each type of disposition (rework, repair, and scrap)

C.12.15 Acceptance Inspection Equipment. Except as otherwise expressly provided under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that the supplies conform to the contract requirements. Supplier-furnished inspection and test equipment shall equal or exceed the design criteria and shall be initially approved and certified by the supplier. All inspection and test equipment shall be made available to the Government Quality Assurance Representative (QAR) when required for verification purposes.

**C.13 SAFETY ENGINEERING AND HEALTH HAZARDS**

C.13.1 Safety Engineering Principles: The contractor shall follow good safety engineering practices when making any modifications to the vehicle system and/or its components. Modifications to the system design and/or operational/maintenance procedures shall be developed with at least the following considerations:

C.13.1.1 Identify hazards associated with the modifications by conducting safety analyses and hazard evaluations. Analyses shall include operational, maintenance, and transport aspects of the equipment along with potential interfaces with subsystems.

C.13.1.2 Eliminate or reduce significant hazards by appropriate design or material selection. If hazards to personnel cannot be avoided or eliminated, steps shall be taken to control or minimize those hazards.

C.13.1.3 Locate equipment components and controls so that access to them by personnel during operation, maintenance, or adjustments shall not require exposure to hazards. All moving parts, mechanical power transmission devices, exhaust system components, pneumatic components and hydraulic components which are of such a nature or so located as to be a hazard to operating or maintenance personnel shall either be enclosed or guarded. Protective devices shall not impair operational functions. Examples of hazards to be considered include, but are not limited to: high temperature, chemical burns, electrical shock, cutting edges, sharp points, and toxic fumes above established threshold limit values.

C.13.1.4 Assure that suitable warning and caution notes are included in instructions for operation, maintenance, assembly, and repairs; and that distinct markings are placed on hazardous components of the equipment.

C.13.2 Safety Assessment Report (SAR): The contractor shall provide the Safety Assessment Report (SAR) in accordance with DI-SAFT-80102B and CDRL A030 to identify all safety and health hazards associated with the system to include any modifications. The SAR shall include safety and health hazard assessments completed as a result of system safety analyses, hazard evaluations, and any independent testing; which shall be conducted, documented, and updated as necessary when modifications are made. The SAR shall identify all safety and health features of the hardware, software, system design, and inherent hazards and shall establish special procedures and/or precautions to be observed by Government test agencies and/or system users. When updating the hazard list portion of the SAR, the contractor shall provide a description of any potential or actual safety and health hazards of the vehicle, the effects of the hazard, and when the hazard may be expected to occur under usual and unusual operating or maintenance conditions. The contractor shall identify actions taken to mitigate the risk associated with the hazards and categorize the risk before and after mitigation in accordance with MIL-STD-882D. MIL-STD-882C provides further information that may be used for guidance. Risks must be identified by hazard severity, hazard probability, and risk level. Mitigation actions include recommended engineering controls, safety features or devices, warning devices and procedures and training. The contractor shall include in the SAR copies of Material Safety Data Sheets (MSDS) for all hazardous materials incorporated into the system. Examples of hazards to be identified in the SAR include, but are not limited to: sharp edges/moving parts hazards, physical hazards (e.g. heat or cold stress, acoustical energy, ionizing and non-ionizing radiation, etc.), chemical hazards (e.g. flammables, corrosives, carcinogens, etc.), toxic fumes (exhaust emissions), electrical hazards, noise, whole-body vibration, compliance issues with regulatory organizations, fire prevention issues, and ergonomic hazards.

**C.14 MANPRINT**

C.14.1 Manpower and Personnel Integration (MANPRINT). A comprehensive management and technical program that focuses attention on human capabilities and limitation throughout the system life cycle. MANPRINT's goal is to optimize total system performance at acceptable cost and within human constraints. The MANPRINT program shall include aspects of all seven domains (Manpower, Personnel, Training, Human

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Factors Engineering, System Safety, Health Hazards, and Soldier Survivability). The contractor will be actively involved in the Government's MANPRINT program and participate in the MANPRINT IPT meetings.. The contractor will utilize AR 602-2 as a guide for the MANPRINT program.

C.14.2 Manpower, Personnel, and Training (MPT): The contractor will ensure that soldier-related manpower and training cost are minimized while retaining maximum combat effectiveness through system design and the optimum use MPT resources . All designs and modifications shall be analyzed to ensure maximum use of available MPT resources within the appointed unit. The contractor shall identify MPT shortfalls or issues and implement appropriate resolutions. The contractor will utilize AR602-2 as a guide for the MPT.

C.14.3 Human Factors Engineering (HFE). Human Engineering principals and design standards shall be applied in the vehicle design, systems integration and human-machine interfaces. The contractor shall assure that the vehicle operation, maintenance, repair activities and procedures shall accommodate a wide range of individual physical capabilities, which requires the range from 5th percentile female to the 95th percentile male. The contractor shall identify HFE shortfalls or issues and implement appropriate resolutions. The contractor shall utilize MIL - STD-1472F as a guide for managing HFE .

C.14.4 Soldier Survivability. The contractor will apply principal and design standards in the vehicle system, which will reduce detectability, and minimize the soldier physical and mental fatigue. The contractor shall identify Soldier Survivability shortfalls or issues and implement appropriate resolutions. The contractor will utilize AR 602-2 as a guide for Soldier Survivability.

**C.15 HAZARDOUS MATERIALS MANAGEMENT**

C.15.1 The Contractor shall prepare a Hazardous Material Management Report which, at a minimum, shall identify all hazardous materials required for system production, and sustainment, including the parts/process that requires them. This report should be prepared in accordance with National Aerospace Standard 411, section 4.4.1 per DI-MISC-81397, CDRL A031.

C.15.2 Hazardous Materials. No asbestos, radioactive materials, mercury, hexavalent chromium (electroplating and coatings processes), cadmium (electroplating), or other highly toxic or carcinogenic materials as defined in 29 CFR 1910.1200 shall be used on the Buffalo without prior approval from the government. Class I and Class II Ozone Depleting Substances shall not be used. This applies to both contractors and subcontractors.

**C.16 EQUIPMENT CONTROL RECORD (DA FORM 2408-9)**

C.16.1 The Contractor shall prepare a DA Form 2408-9, Equipment Control Records (Government furnished form) for each vehicle it delivers. The Contractor shall prepare the form in accordance with the instructions in paragraph 5-7 c (3) Acceptance and registration of DA PAM 750-8, dated 25 Feb 05, to report acceptance of the Buffalo MPCV into the U.S. Army inventory. A blank copy of the form is enclosed at Attachment 9. The contractor shall have the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR) complete blocks 22 and 23 as the person accepting the item into the Army inventory. After the DCMA QAR completes blocks 22 and 23, the contractor shall distribute the DA Form 2408-9 as follows:

C.16.1.1 Submit the control copy (copy # 1) within five working days to:

Director  
U.S. Army Materiel Command's Logistic Support Activity  
ATTN: AMXLS-MR  
Redstone Arsenal, AL 35898-7466

C.16.1.2 Submit the National Maintenance Point (NMP) copy (copy #2) within five working days to:

Commander  
U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-LC-CJCB, MS326  
6501 East 11 Mile Rd.  
Warren, MI 48397-5000

C.16.1.3 Place Log Book copy (copy # 3) in a dry, protected location, secured in the operator station, and shipped with each vehicle.

**C.17 WARRANTY**

**C.17.1 Requirement For Warranty**

The contractor shall provide its standard commercial warranty with all applicable pass through warranties. The warranty will be incorporated in the contract at Attachment 4 See Warranty TB-Attachment 7.

C.17.2 In accordance with CDRL A032, the contractor shall submit a report reflecting all of the warranty claims processed on each vehicle within the appropriate reporting period. In addition to the data required by the DID, the report shall include the number of operating hours on the vehicle at the time of fault. The report shall also contain the warranty implementation date by vehicle serial number, shipping destination, and DODAAC.

**C.18 TRAINING**

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C.18.1 Training Support Package Validation and Verification. The Contractor shall provide a critical tasks list, program of instruction (POI), instructor guide, student guide and training schedules for each level of training. The training support package shall be developed in accordance with TRADOC Reg 350-70. The Government will review, recommend changes and serve as the final approving authority for the above documents. The Contractor shall notify the Government thirty (30) days in advance of its intended validation of the critical tasks so that the Government can make timely arrangements to attend the validation process. The Government may decide not to attend all validation processes, but, instead, may rely on complete and accurate critical task development by the Contractor. Critical tasks that are found to have deficiencies will be adjusted/corrected, at no additional cost to the Government. Training tasks shall also be corrected or updated, at no additional cost to the Government, after completion of Instructor and Key Personnel Training (I&KPT) class. CDRL A033.

C.18.2 Instructor and Key Personnel (I&KPT) Training. The Contractor shall conduct the following I&KP training session at Fort Leonard Wood MO: to include 1 field level maintenance class, 1 operator class to U.S. military trainers from the US Army Engineer School, US Army Ordnance School, Combine Arms Support Command (CASCOM), and Counter Explosive Hazard Center (CEHC). The Contractor shall provide the Government with an operator and field maintenance training support package thirty (30) days in advance of its intended I&KPT. The Contractor shall provide a complete training support package to each student. Students shall retain possession of the course technical manuals and training materials. Each operators course shall be 5 days ( 40 hours) in length, and each field maintainers course shall be 10 days (80 hours) in length. The operators class size will not exceed 12 students, 4 to 1 student to instructor ratio. The maintenance class size will not exceed 8 students, 4 to 1 student to instructor ratio. The Contractor shall provide Two (2) Training Instructor or Field Service Representative (FSR) to provide training.

C. 18.2.1 Training Location and Training Classes: The Contractor shall conduct the following I&KPT classes at Ft. Leonard Wood, MO:

- a. One (1) OP class
- b. One (1) FM class

C.18.3 NET: The Contractor shall conduct NET Operator and NET Maintenance-training sessions to U.S. Military Units and Contractor logistics support personnel receiving and maintaining the Buffalo systems. Classroom size shall be 12 students for operator courses and 8 students for maintenance courses, 4 to 1 student to instructor ratio. These training sessions shall include train-the-trainer level training. The contractor shall provide a complete training support package (TSP) to each fielded unit. Training support package will include one copy of the POI, Lesson Plan, Instructor Guide, Student Guide, and media used to conduct training for sustainment training. Both Operator and Maintenance class shall have a 10 to 15 question test to be administered at the end of the course. The contractor shall incorporate all Government approved equipment configuration changes into the training materials as they occur at no additional cost to the Government. Students shall retain possession of the course technical manuals and training materials. All training shall be conducted by certified instructors. (CDRL A034)

C.18.3.1 Class sizes and class lengths:

1. All classes shall not exceed twelve (12) students for operator classes and eight (8) students for maintenance classes, 4 to 1 student to instructor ratio
2. OP class shall not exceed forty (40) hours in duration
3. FM class shall not exceed eighty (80) hours in duration

C. 18.3.2: The Government shall have the option to have the following COUNS NET classes conducted;

1. Twenty nine (29) OP classes
2. Twenty nine (29) FM classes

C.18.3.3 NET Support Package (NETSP) Consumables List: The Contractor shall provide a list of consumables needed to support field and sustainment Maintenance training. The list shall be prepared in Contractor format and delivered in accordance with CDRL A035.

C.18.3.4 Letter of Support Requirements: The Contractor shall prepare a Letter of Support Requirements (Contractor format) that depicts what is needed to be on hand to support training at any given training location. The letter shall be prepared in Contractor format and delivered in accordance with CDRL A036. The letter shall define training support requirements for:

1. OP NET
2. FM NET

C.18.3.5 Instructors: All classes cited above shall be supported by two (2) certified Buffalo instructors with one OEM FSR on-call as needed. Instructors shall be U.S. Government certified, or have a teaching degree from a public/private training institution, or be certified by the OEM. Certification documentation shall be provided to the NET manager.

C.18.3.6 Class schedules: Classes may be conducted any day of the week, including Saturday and Sunday, to support Government requirements. All class schedules shall be provided to the contractor after being established between the NET manager and each Gaining Command Training POC.

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C.18.3.7 Training Certificates: The Contractor shall provide a training certificate for Operator and Maintenance training to each student that attends and successfully completes training. The training certificate shall be in the Contractors format. Both Operator and Maintenance class shall have a 10 to 15 question test to be administered at the end of the course. Successful completion requirements for issuance of a training certificate, shall be a score of 70% or above on a test. CDRL A037.

C.18.3.8 Class Rosters and Course Critique Sheets: The Contractor shall provide a class roster containing name, rank, unit, e-mail address if available, type of training, training dates, last four of each students SSN and completed course critique sheets for each class conducted to the NET manager. Both can be in Contractor format and must be submitted at the end of each course. CDRL A038.

C.18.3.9 Training Support: The Government will provide at least one (1) Buffalo to support each NET class cited above. The Government will also provide the required common tools.

C.18.4 Training Support for Verification/Log Demo: The Contractor shall provide Two (2) Training Instructor or Field Service Representative (FSR) to provide informal training on the Buffalo vehicle with respect to vehicle orientation for the following areas:

- a. General vehicle overview to include all operator controls and operator PMCS
- b. Buffalo electrical system overview
- c. Buffalo pneumatic system overview
- d. Crane and Camera operation.

C.18.4.1 The informal training shall take place at Ft. Leonard Wood, MO and shall not exceed twenty four (24) hours/three (3) working days in duration. The Government will provide the training facility, training vehicle, tools and equipment necessary to conduct the training. Class size shall not exceed six (6) students. The Contractor shall use the latest version of the Buffalo TM to train the students. The Government will provide the TMs to support the training.

C.18.4.2 The Contractor shall conduct Operator (1) and Maintenance (1) training sessions to test community, data collectors and test players, at either Aberdeen Proving Grounds or Yuma Proving Grounds. Classroom size shall be 12 students for operator courses and 8 students for maintenance courses, with additional class observers possible. The contractor shall provide a complete training support package (TSP) to the Government thirty (30) days prior to training. Training support package will include one copy of the POI, Lesson Plan, Instructor Guide, Student Guide, and media used to conduct training for sustainment training. Both Operator and Maintenance class shall have a 10 to 15 question test to be administered at the end of the course. The contractor shall incorporate all Government approved equipment configuration changes into the training materials as they occur at no additional cost to the Government. Students shall retain possession of the course technical manuals and training materials.

C.18.5 VEHICLE HAND-OFF

C.18.5.1 Inventory any material shipped with the vehicle, e.g., technical publications, special tools, initial service packages. (If desired, the inventory may be done concurrently with the units inventory.)

C.18.5.2 Provide one-hour familiarization to 6 to 8 people from the receiving unit on first machine delivered so they can safely move the vehicle until full training is conducted. Familiarization includes operator start-up, operating and shut down procedures, safe operations, and daily and weekly service locations and checks.

C.18.5.3 Activation of the warranty, which includes stamping the effective date (date of delivery to gaining unit) on the vehicle warranty data plate, discussing with the unit the terms and details of warranty administration, and pointing out the warranty information included in the TMs.

C.19 UNIQUE IDENTIFICATION DESCRIPTOR

C.19.1 The Contractor shall deliver a UID component candidate list of items qualifying for the UID, per DFARS Clause 252.211-7003 Item Identification and Valuation. The Government will review, make changes to, and provide approval to the UID candidate list. The Government will provide the final UID list after it has evaluated the information and determined which components will require a UID. See Attachment 10. (CDRL A039)

Examples of applicable candidates are: Engine, Transmission, Axles, etc.

C.19.2 The Contractor shall mark each Buffalo MPCV with a Unique Identification Descriptor (UID). The UID is to be developed in accordance with MIL-STD-130M, or the most recent version of this document.

C.19.3 The Contractor shall use MIL-STD-130M and MIL-STD-129 to determine the best method in which to mark the Buffalo MPCV.

C.19.4 As the requiring agency, the Government has determined that the Contractor will develop the UID as Machine-readable information (MRI) marking. The MRI marking shall be in 2D Data Matrix marking and meet the minimum quality requirements per MIL-STD-130M. The MRI protocol shall follow protocol standard ISO/IEC 15434 or ISO/IEC 15418. The MRI content shall contain:

- Applicable Enterprise Identifier (EID)
- Serial Number
- Part or Identifying Number (PIN)

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- National Stock Number (NSN)
- Nomenclature

C.19.5 The Contractor shall invoice using a Receiving Report (CDRL A040). The data required in this report shall include the data specified in

C.19.4 This report is due in conjunction with the delivery of the Buffalo MPCV. It is the Contractors responsibility to submit receiving reports electronically into the DoD Wide Area Workflow Receipt and Acceptance System (WAWF). If the Contractor cannot use WAWF for UID, the Contractor must notify the Government at the Start of Work Meeting and arrangements may be made to allow the Contractor to submit the receiving report through either X12 or UDF submission formats.

Information on WAWF is available at: <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>  
<http://www.dcmam.mil> Under Electronic Invoicing

C.19.6 It is recommended that the Contract has a portion of its UID submission reports validated prior to submitting all UID reports to WAWF. This can be done by sending an email to the Unique Identification Program Office ([info@uniqueid.org](mailto:info@uniqueid.org)). Include your name, organization, phone number, email address, and the file format you will be using.

C.20 RADIO FREQUENCY IDENTIFICATION. In addition to the requirements in DFARS 252.211-7006, RFID tags shall also be applied to each vehicle.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JUN/2005

[Note: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for items listed in paragraphs (c)(1)(ii) of the clause. Unique item identification marking is also required for all items delivered under the contract for which the government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(iii). In the event that the government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> ]

- (a) Definitions. As used in this clause--
  - "Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.
  - Concatenated unique item identifier means
    - (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
    - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
  - Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.
  - DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html> .
  - DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.
  - Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.
  - Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.
  - Governments unit acquisition cost means
    - (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
    - (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
    - (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
  - Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.
  - Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
  - Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html) .

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number:    N/A

Item Description: N/A

(iii) Subassemblies, components, and parts embedded within delivered items, specified as follows, or in Attachment -3- .

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the

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solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm> ; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

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- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

[End of Clause]

D-2                      252.211-7006                      RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)                      MAY/2006

Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in

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any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are
  - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
  - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.
- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP   Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV   Construction and barrier materials.
- (E) Class VI   Personal demand items (non-military sales items).
- (F) Subclass of Class VIII   Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX   Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

- (ii) Are being shipped to any of the following locations:
  - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
  - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
  - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

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- (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
- (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
- (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
- (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
- (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
- (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
- (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
- (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
- (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
- (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
- (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
- (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
- (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
- (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
- (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
- (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
- (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
- (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

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(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

D-3	52.247-4016	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	AUG/2005
	(TACOM)		

Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment.

Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. In addition, wood used as dunnage for blocking and bracing shall be ordered with ALSC certified marking for dunnage or the markings may be applied locally at two foot intervals.

[End of Clause]

\fprq2SECTION D: PACKAGING AND MARKING

D.4 Preservation and Packaging

D.4.1 Software, technical data, reports, etc. shall be preserved and packed sufficient to ensure safe delivery at the point of delivery.

D.4.2 Contractor shall preserve and package all reparable items per the approved packaging data as generated and submitted by the Contractor and approved by the Government.

D.4.2.1 All consumable items, Training Aids, System Support Packages (SSP) and Special Tools scheduled for shipment shall be preserved and packaged by the Contractor to provide exceptional physical and mechanical protection, provide multiple handling, shipment by any mode, placed into storage for a period of one (1) year in an enclosed environmentally controlled facility and suitable for redistribution without additional repackaging per FAR 52.211-4517.

D.4.3 Each Buffalo vehicle shall be processed to Level B drive-on/drive-off requirements per Contractor developed and Government approved EPDS (REF: Paragraph C.14.1) prior to shipment and possible storage for a period up to 90 days in outdoor environment. Fuel tanks shall be one-half (1/2) filled with operational fuel and applicable biocide or JP8 fuel. All batteries shall be fully charged. All vehicles and mechanical equipment containing internal combustion engines or wet batteries are subject to requirements of Code of Federal Regulation Title 49 (for truck and rail transport), International Maritime Dangerous Goods Code (for vessel transport) and the Joint Service Regulation AFMAN24-204/TM38-250 (for military air). All preventive maintenance shall be performed prior to Government acceptance. All components removed from the vehicle for reduction of cube including accessories shall be preserved, packaged, packed and marked to ensure safe delivery within the vehicle and minimize pilferage, corrosion and deterioration during shipment to receiving activity including temporary outdoor storage for up to 90 days.

D.4.4 Wood material utilized in the shipment and storage of all reparable items and Buffalo must comply with requirements outlined within this paragraph. Boxes, pallets and inner packaging that are fabricated using non-manufactured wood shall be heat-treated for all military and commercial packaging application. All non-manufactured wood used in packaging shall be heat-treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The manufacturers of boxes, pallets and wood members used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee (ALSC). The manufacturer of boxes and pallets and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box and pallet shall be marked to show conformance to the International Plant Protection Convention Standard (IPPCS).

The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens on two sides of the pallet or box. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

D.4.5 For each hazardous material item shipped under this contract, a copy of the Material Safety Data Sheet (MSDS) shall be placed into a sealed pouch and attached to the outside surface area of the Unit Container and Intermediate Container containing the prescribed hazardous material item(s).

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D.5 Marking

D.5.1 All vehicles shall be marked and labeled per Defense Transportation Regulations (DTR) and MIL-STD-129 Revision P (3). Additionally, each export shipped vehicle shall have the following placarded on the vehicle:

THIS VEHICLE SHOULD NOT BE DECK LOADED. THIS VEHICLE IS NOT PRESERVED OR APPROVED FOR DECK LOADING.

L = \_\_\_\_\_ FT. W = \_\_\_\_\_ FT. H = \_\_\_\_\_ FT.  
GROSS WEIGHT = \_\_\_\_\_ LBS. CUBE = \_\_\_\_\_ CU. FT.

CONTRACTORS NAME  
CONTRACTORS ADDRESS  
CITY, PROVINCE, COUNTRY, ZIP CODE

D.5.2 All consolidation containers shall be marked in accordance with Contractors standard practice.

D.5.3 All software, technical data, reports, etc. referenced in Paragraph D.1.1 shall be identified by the prime contract number, name and address of the prime contractor, and where applicable, the name and address of the subcontractor generating the data.

D.5.4 All material shipped into the military distribution system shall be marked in accordance with MIL-STD-129 Revision P (3), dated 29 OCT 2004 including bar coding. Contractor is responsible for application of special markings including but are not limited to Shelf-life, structural and special handling markings.

D.5.4.1 Contractors and vendors shall apply identification and address markings with bar codes in accordance with MIL-STD-129 Revision P (3). For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address.

A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. Direct Vendor Delivery (DVD) shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per DVD Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with MIL-STD-129 Revision P (3), Paragraph 5.3.

D.5.4.2 Commercial software may be used to generate a Military Shipment Label / Issue Receipt Document (MSL/IRRD) including the required Code 39 and 2D (PDF417) bar codes. However, the commercial software must produce labels/documents which comply with the requirements of MIL-STD-129 Revision P (3). Contractors shall insure that the "ship to" and "mark for" in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, and DODAAC. (Army developed software, for creating MSL/IRRD previously available to those with government contracts is no longer supported.)

D.6 LOADING, BLOCKING, AND BRACING

D.6.1 Damage that occurs to any vehicle during departure from the Contractor's facility until final acceptance shall be repaired and replaced by the Contractor at no cost to the Government. Contractor shall be liable for payment of any damage to a unit caused by the failure to load, block, and brace per acceptable standards set forth herein.

D.6.2 Shipments of vehicle by rail shall be blocked and braced per the Association of American Railroads by the Contractor. Shipments, for which the Association of American Railroads has published no such standards, shall be blocked and braced per standard established by the shipper as evidenced by written acceptance of an authorized representative of the carrier.

D.6.3 For truck transportability, the Contractor shall load, block, and brace the vehicle onto a designated carrier in accordance with standard commercial freight (truck) practice.

D.6.4 For surface vessel shipments, vehicle shall be preserved, packaged, loaded, blocked and braced per the Contractor's standard practice and meet the International Maritime Organization (IMO) International Maritime Dangerous Goods (IMDG).

\*\*\* END OF NARRATIVE D 0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4	FIRST ARTICLE APPROVAL--GOVERNMENT TESTING [ALTERNATE I (JAN 1997) AND ALTERNATE II (SEP 1989)]	SEP/1989

(a) The Contractor shall deliver 5 unit(s) of Contract Line Item 1002AA within 60 calendar days from the date of this contract or, if the DESIRED DELIVERY SCHEDULE clause is in section F, as specified in the clause, or as otherwise proposed by the contractor and accepted by the Government at the following address:

US ARMY ABERDEEN PROVIING GROUND	AND/OR	US ARMY YUMA PROVING GROUND
ABERDEEN PROVING GROUND, MD 21005	(TBD)	YUMA PROVING GROUND, AZ 85365

for first article tests. The shipping documentation shall contain this contract number and the Lot/Number identification. The characteristics that the first article must meet are specified elsewhere in this contract.

(b) Within -8- calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

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TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (h) above to mean that the PCO hereby authorizes you to purchase all material and components necessary to produce the production quantity.

[End of Addendum]

E-5                      52.246-11                      HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT                      FEB/1999

The Contractor shall comply with the higher-level quality standard selected below.

[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

[End of Clause]

E-6                      52.209-4000                      NOTICE REGARDING FIRST ARTICLE TEST SAMPLE                      MAR/2000  
(TACOM)

(a) The approved first article items, as described elsewhere in this contract, consist of a quantity of up to 5 each that will be consumed or destroyed in testing. Any items consumed or destroyed in testing shall not be delivered as part of the contractually required quantity as set forth in the schedule. The cost of any items that are consumed or destroyed shall be included in the overall offer or contract price. A quantity of 2 each that successfully passes all specified tests, less the destructive tests, if any, shall serve as a manufacturing standard for the remainder of the contract.

(b) A manufacturing standard is an item, which conforms to all technical performance requirements. A manufacturing standard will serve as 1) an aid in identifying configuration changes not controlled by the contractual design. 2) as an aid in identifying any process changes, or 3) as the approved workmanship sample, when required, unless alternate samples are submitted for specific characteristics by the Contractor and approved by the Government.

(c) The manufacturing standard will only be used to supplement contractual acceptance/rejection criteria for those process characteristics that require approved workmanship samples. For other characteristics, if configuration or process changes are identified in production units, the contractor will notify the contracting officer for disposition. Manufacturing items that serve as a manufacturing standard may be delivered as part of the contractual quantity with the last shipment made under this contract provided it meets all contractual requirements existing at time of delivery.

[End of Clause]

E-7                      52.209-4012                      NOTICE REGARDING FIRST ARTICLE                      APR/2000  
(TACOM)

(a) Notwithstanding the provisions for waiver of first article, an additional first article sample (or portion thereof) may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of one year, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply.

(b) When any of the conditions above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample (or portion thereof), and instructions can be provided concerning the submission, inspection, and notification of results.

(c) Costs of any additional testing and inspection resulting from conditions specified above shall be borne by the Contractor, unless the change was directed by the Government. Further, any production delays caused by additional testing and inspection will not be the basis for an excusable delay as defined in the default clause of this contract. Such delays shall not form the basis for adjustment in contract price or delivery schedule.

[End of Clause]

E-8                      52.211-4029                      INTERCHANGEABILITY OF COMPONENTS                      MAY/1994  
(TACOM)

(a) DESIGN CHANGES TO ITEMS NOT UNDER GOV'T DESIGN CONTROL. Once the Government accepts the first production test item, or

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accepts the first end item you deliver, (whichever comes first) you must not make design changes to any item or part that is not under Government design control.

(b) WHEN THE POLICY CAN BE WAIVED. The Procuring Contracting Officer (PCO) will consider waiving this policy at your request. If your request reaches the CO after the first production item test has been performed, then we may conduct another first production test at your expense.

(c) PRODUCTION OR DELIVERY DELAYS. Any production or delivery delays caused by this retesting will not be the basis for:

- (1) an "excusable delay" as defined in the DEFAULT clause of this contract.
- (2) be the basis for an increase in contract price or delivery schedule extension.

[End of clause]

E-9	52.211-4030 (TACOM)	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	DEC/2005
(a) Scope: The requirements contained herein apply whenever any CARC topcoats and primers as specified in MIL-DTL-53072 are cited in the contract.			
(b) CARC Primers: Select Army Research Laboratories (ARL) approved powder coat primers can also be used as a replacement for liquid primers such as MIL-P-53022 and MIL-P-53030 primers. Any part that has rust, mill scale, or any other surface contamination must be cleaned prior to the application of any coating IAW TT-C-490.			
(c) End-Item Inspection. After the complete paint finish has been applied and cured* (see note below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited.			

At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall be the sum of the minimum and maximum thicknesses for individual elements of the paint finish as specified in MIL-DTL-53072. The specific number of test locations shall be agreed to by the Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required topcoat so that the tested area conforms to the requirements total DFT specified in MIL-DTL-53072.

\*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees Fahrenheit for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F minimum.

(d) Test Methods:

(1) The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. Shall be IAW ASTM D 3359 Method B, six (6) cut pattern.

(e) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 95% of the surfaces shall meet the minimum and maximum, cumulative dry film thickness requirements. Failure of this test shall result in rejection of the production

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lot that it represents.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment combination constitutes failure and the production lot is rejected. Removal of overspray does not constitute test failure.

(f) CHEMICAL AGENT RESISTANT COATING (CARC) ON WOOD COMPONENTS.

(1) Wood shall be treated and painted IAW MIL-DTL-53072 section 3.3.4. After treatment, the wood shall provide a paintable surface as described by the paint-ability requirements of Spec TT-W-572, except that the wood species, treatment, and paint shall be the same as furnished for this contract.

(2) After demonstrating that the paint adhesion requirements are met, and Government inspection/acceptance of this item has occurred, any subsequent flaking and peeling of paint from the wood shall not be considered a defect unless the Government establishes that the flaking and/or peeling of the paint was caused by defective workmanship in the application of the paint or the preparation of the painted surface.

[End of Clause]

E-10                    52.246-4028                    INSPECTION AND ACCEPTANCE POINTS: ORIGIN  
                                 (TACOM)

NOV/2005

The Government's inspection and acceptance of the supplies offered under this contract/purchase order shall take place at ORIGIN. Offeror must specify below the exact name, address, and CAGE of the facility where supplies to be furnished under this contract/purchase order will be available for inspection/acceptance.

INSPECTION POINT: \_\_\_\_\_  
 (Name) (CAGE)  
 \_\_\_\_\_  
 (Address) (City) (State) (Zip)

ACCEPTANCE POINT: \_\_\_\_\_

(Name) (CAGE)

\_\_\_\_\_

(Address) (City) (State) (Zip)

[End of Clause]

E-11            52.246-4041            FIRST PRODUCTION VEHICLE ACCEPTANCE  
(TACOM)

APR/2000

(a) First Production Vehicle Inspection (FPVI). At least 20 calendar days prior to submission of the First Production Vehicles for inspection, you shall notify the Administrative Contracting Officer, Procuring Contracting Officer, and the Product Quality Manager of the time and location of the inspection so we may witness and participate in the inspection. You shall make available to us any record of inspections and tests which have previously been conducted on the FPVI vehicles and their components.

(b) FPVI Report. You shall document the results of the FPVI test in your own format. The results of the FPVI test shall be in sufficient detail for separate formulation of conclusions by interested parties not witnessing the test/inspection. You shall address deficiencies discovered and corrective actions taken.

(c) FPVI Re-Inspection. If we reject the FPVI, you may be required at our option to repeat any or all of the FPVI. After notification of the additional inspection, you shall make any necessary changes, modifications, or repairs to the First Production Vehicles. We have the option to select another production vehicle for FPVI in lieu of the original FPV. Upon completion of additional inspection(s), you shall again document the test results.

(d) Vehicle Restoration. Upon completion of testing such as Shakedown Test, Product Verification Test and/or Follow-on Production Test, you shall restore these vehicles to a like new condition.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-R-0343 <b>MOD/AMD</b>	<b>Page</b> 81 <b>of</b> 120
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E-12                      52.246-4048                      DRAWINGS FOR INSPECTION  
(TACOM)

FEB/2007

The Contractor shall make available to the Government Inspector, at the time of production inspection, legible drawings and printed specifications to which the product was manufactured. These drawings and specifications shall be annotated as to the latest revision incorporated therein. Upon completion of product inspection and acceptance by the Government Inspector, all drawings and specifications will be returned to the Contractor.

If the contractor is not the actual manufacturer of the item being procured (i.e dealer, distributor, etc.), and is unable to provide the drawings, a Certificate of Conformance (COC) as outlined in FAR 52.246-15 is acceptable in lieu of the drawings/specifications. The COC must specify both the drawing and specification revision designations (e.g., Revision C) of the items being provided.

[End of Clause]

#### SECTION E INSPECTION AND ACCEPTANCE

TEST INFORMATIONSee Section C.12

E.13 Government Facilities for Test. The Government will provide the space required at each site for storage of the system support items and (if available) office facilities for contractor support personnel.

E.14 Certifications. All certifications provided by the contractor shall include appropriate supporting documentation such as, but not limited to: test data, materiel analysis, drawings, purchase orders, specifications, etc. In the event that particular certifications are not acceptable to the Government, the contractor shall conduct additional examinations and tests and/or provide additional documentation as required to verify conformance at no additional cost to the Government.

a. The contractor shall provide a new or updated certification whenever a change is made in the:

- (1) process used to produce a certified product.
- (2) legal requirement for a standard of a certified product.
- (3) supplier of a certified product.
- (4) event of a new contract/rebuy.

b. Subcontracting does not relieve the contractor from providing all the necessary supporting documentation for all certifications provided to the Government.

E.14.1 Process Certification. Process certifications shall include a written description of the process, the written instructions to those who conduct and assure the process with the title(s) of the individual(s) responsible for assuring the control of that process where it is manufactured into the product.

E.14.2 Material Certification. Material certifications shall include a copy of the material analysis. If the material is made by a subcontractor, a copy of the purchase order is also required.

E.14.3 Test Certification. Test certifications shall be prepared per the following information: drawing number; test/product specification title, number and edition; the grade or type for which the product was tested; the number of specimens/samples tested; the requirements; the actual results obtained; and copies of purchase orders for subcontracted products. Subcontracting does not relieve the contractor of providing the above information as part of the certification.

E.14.4 Compliance Certification. Compliance certifications shall include, as a minimum, a written description of how compliance was achieved.

E.15 Process Audits. The Government will conduct periodic process audits at the contractor's facilities to evaluate the effectiveness processes used in fabricating vehicles for delivery under this contract within his total quality system implemented for this contract. Additionally, the Government will participate in contractor conducted quality audits (quality system, product, and process) on his subcontractors and key suppliers.

E.16 Lot Size. For the purpose of this contract, a lot size shall be defined as two (2) items (whether 2 vehicle systems or 2 component parts). Inspection of the Buffalo MPCV system shall be 100 percent.

E.17 Welding and Non Destructive Testing of Armor and Structural Steel  
Ferrous armor and structural steel with a yield strength greater than 80 KSI shall be welded IAW the provisions contained in AWS D1.1 (Current revision). All weld procedures shall be qualified to the provisions contained in AWS D1.1 and documented in the PQR format. As the filler metal for armor will typically not meet base material properties, the acceptance criteria for tensile testing of the qualification weldment shall be coordinated with the designated government representative.

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The welding of steel less than 80 KSI yield strength shall be done to any AWS welding standard appropriate for the thickness and welding process selected. Documented welding procedures shall be available and qualified to the AWS standard selected for use.

All welders shall be qualified to the appropriate welding standard prior to any production welding. Qualification records shall be complete and meet all the requirements of the applicable weld code.

All welds shall be subject to visual inspection to the applicable weld code. This inspection shall be performed by a CWI. All CWIs shall be certified to AWS QC1 for visual welds inspection. The preferred armor weldment joint design is a lap joint. Lap joint weldments require visual inspection only. Full penetration welds in all ballistically vulnerable areas shall be subjected to ultrasonic or radiographic inspection. This inspection can be reduced to sampling once the welding process has been found to be in statistical control. The sampling plan shall be approved by the procuring activity. The inspection procedure and test results for each type of weld requiring ultrasonic or radiographic inspection shall be documented. The acceptance criteria for ultrasonic inspection is contained in Table 6.3 of AWS D1.1. Only Class A and B discontinuities shall be evaluated. Acceptance criteria for radiographic inspection are contained in the AWS D1.1, paragraph 6.12 for radiographic inspection. All non destructive testing personnel involved in final weldment disposition shall be qualified to SNT-TC-1A, level 2 or equivalent. Fillet welds in ballistically vulnerable areas subject to shear failure shall also be non-destructively tested. Magnetic particle inspection with prods (DC) is acceptable for fillet welds only. Arc burns from improper prod contact shall be removed. The use of magnetic particle yoke inspection is not acceptable for ballistic weldments due to its limitation to predominately surface defects. The inspection and acceptance criteria for partial penetration welds are specific to the individual vehicle design. The contractor shall propose a control plan applicable to partial penetration welds which will be approved by the designated government representative.

E.18 CARC Paint-Pretreatment Requirements for Ferrous Armor, Steel and Aluminum Surfaces

(a) All ferrous armor plate (and structural steel equal to or greater than 0.187 inches thick that is in a hot rolled or rusty surface condition) shall be abrasive blasted to a 1.0 mil minimum surface profile prior to painting. The epoxy primer shall be applied within 4 hours of blasting. This period can be extended to 8 hr. provided the blasted material is protected in a low humidity environment and there is no visual surface oxidation. Material that no longer has the appearance of white metal after blasting shall receive a pretreatment prior to primer application.

(b) Ferrous metals less than 0.187 thickness and galvanized surfaces shall be cleaned and pretreated with a Type 1, microcrystalline zinc phosphate system per TT-C-490E. Ferrous armor can be zinc phosphated but in no case can this material be acid pickled prior to processing. Armor that has been severely cold formed/bent shall not be zinc phosphated. Hot rolled or rusty structural steel can be cleaned with mild acid cleaners such as citric or phosphoric rather than abrasive blasted prior to processing. Alternate pretreatment systems for ferrous substances must meet the performance tests specified in paragraphs 3.5.7, 3.5.8, 4.2.7, and 4.2.8 of TT-C-490E. Corrosion resistance tests on steel substrates will be conducted on a monthly basis (two test coupons) when solvent-borne primers are used and bi-monthly (two test coupons) when electrocoat primers are used. This test frequency shall begin once the process has been found to be in statistical control.

All TT-C-490E (Type I) zinc phosphate pretreatment systems must be documented and approved by the procuring activity prior to use. The procedure containing all the elements specified in paragraph 3.2 of TT-C-490E shall be available for review at the applicator's facility. The prime contractor shall notify the procuring activity no less than 45 days prior to start of pretreatment/painting that the procedure is available for review and approval. Qualification will consist of verification that the process with its controls can meet the performance requirements in the specification. Testing for qualification will be conducted at a government approved test laboratory. A list of TACOM approved facilities is available at <http://contracting.tacom.army.mil/engr/engineeringguidance.htm>. These facilities are capable of meeting the performance requirements.

Note: Zinc phosphate systems for galvanized surfaces require different controls than those for steel. Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed prior to pretreatment for the coating system to pass these performance tests. Test coupons for salt spray/ACT shall have a maximum primer dry film thickness of 1.5 mils. The test coupons must duplicate the production painting process as closely as possible. If production is force cured, test coupons shall be cured in an identical manner.

( c ) Qualification and control of pretreatment systems for galvanized substrates shall be performed using Accelerated Corrosion Test protocol contained in GM 9540P rather than salt spray. This test shall be performed at three month intervals (two test coupons) to ensure that the process remains in control.

( d ) Aluminum substrates require a chromate conversion coating per MIL-C-5541E (or alternate, see note below), If any other alternate pretreatment is considered, it must pass 120 cycles of GM9540P with a design of experiments test matrix approved by the procuring activity . After completion of the cyclic salt environment exposure, the panels shall be scraped as described above, and shall have no more than 0.5 mm paint loss (creep-back) from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm diameter. After completion of the 120 cycle corrosion resistance test evaluation, each test panel will be subjected to cross hatch tape test (ASTM D3359, minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 lines x 4 lines scribed to the metallic layer at 2mm intervals (approximate) and shall be done no closer than 12 mm from any panel edge or the scribe. The removal of two or more complete squares of primer shall constitute failure. Any alternate system must demonstrate its ability to pass both corrosion and adhesion tests on 5 consecutive days of production to be considered acceptable.

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Note: The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700. Documented process controls shall be established which comply with the manufacturer's technical bulletin. Spray-to-waste systems will require fewer process controls than an immersion process.

( e ) The use of TT-C-490E Type III: Vinyl Wash Primer (DOD-P-15328) is prohibited due to its hexavalent chromium content and high VOC level. Bonderite 7400 (Henkel) can meet the performance requirements of TT-C-490 E, Type 1 and can be used as a wash primer replacement. The application and control process shall be documented. This product is subject to the same salt spray requirements as a zinc phosphated product. The number of process controls for this product is dependent upon its method of application. The specific controls shall be in agreement with the product manufacturer's technical bulletin to provide the level of performance required for zinc phosphated substrates. Spray-to-waste applications will require fewer process controls than an immersion process.

( f ) Acceptance of production painted parts is contingent upon the painted surface meeting the dry film thickness and cross hatch adhesion requirements. When a surface has been abrasive blasted, the dry film thickness requirement of the primer applies over the top of the surface profile. The use of multiple head cutters for acceptance testing is prohibited. The spacing of cuts for the cross hatch adhesion test (4 x 4 cuts) shall be 3.0 to 3.5 mm to compensate for variations in total paint film thickness. The CARC painted surface shall be free of any blisters, pores or coverage voids.

\*\*\* END OF NARRATIVE E 0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH OR DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of 0.3% per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default -- Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default -- Fixed-Price Supply and Service clause in this contract.

[End of Clause]

F-8	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	SEP/2006
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(a) Offers that propose a delivery schedule that will not clearly fall within the applicable required delivery schedule specified below MAY BE CONSIDERED NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD. If you believe that the delivery schedule or monthly maximum quantity is unrealistic, contact the buyer listed on the cover sheet of this solicitation at least 14 days prior to solicitation closing date.

(b) DEFINITIONS:

(1) DAYS means the number of days after the date of contract award when you must deliver the stated quantity (QTY) of supplies.

(2) DELIVERY is defined as follows:

FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

(c) The Government requires deliveries according to the following schedule on all orders:

(1) GOVERNMENT REQUIRED DELIVERY SCHEDULE:

(i) If FAT is required, start deliveries 60 days after the delivery order date; or

(ii) If FAT is not required or FAT is waived, start deliveries 60 days after delivery order date.

(iii) You will deliver a maximum of 4 units every thirty days.

(iv) You can deliver more than the maximum number of units every thirty days at no additional cost to the government.

(d) If the offeror does not propose an accelerated delivery schedule, the required delivery schedule above will apply. If you wish to propose an accelerated delivery schedule at no additional cost, fill in the appropriate information here:

(1) CONTRACTOR PROPOSED ACCELERATED DELIVERY SCHEDULE:

**Name of Offeror or Contractor:**

- (i) If FAT is required, deliveries will start \_\_\_\_ days after the delivery order date; or
- (ii) If FAT is not required or FAT is waived, deliveries will start \_\_\_\_ days after delivery order date.
- (iii) We will deliver a maximum of \_\_\_\_ units every thirty days.
- (e) You can accelerate delivery after contract award at no additional cost to the government.

[End of Clause]

F-9            52.211-16            VARIATION IN QUANTITY            APR/1984

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:

ZERO percent increase; and  
ZERO percent decrease.

- (c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-10	52.247-4017	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR (TACOM) ADDRESSES	MAY/2004
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Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001

NOTE: All deliveries to New Cumberland MUST be scheduled at least 10 days prior to the delivery date. The carrier or contractor must call the New Cumberland DDSP customer service number, 800-307-8496 and provide the following information: contract number, item name, National Stock Number, total weight and cube, and vendor. All shipments to this MILSTRIP address code (W25G1U) are for mission stock and they will need to know that as well, but if you have instructions from the Contracting Officer to use MILSTRIP address code W25N14 instead, you must inform the appointment-taker that the delivery is for Consolidation and Containerization Point (CCP) stock. Appointments for FOB Origin shipments should be coordinated with DCMA Transportation.

875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10 Tracy, Ca 95376-5000	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130
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471995/	W31G1Z	Transportation Officer	Transportation Officer	Transportation Officer
471996		Anniston Army Depot, Bynum, AL	Anniston Army Depot, Bynum, AL	Anniston Army Depot, Anniston, AL 36201-5021

209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
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661136/	W45G19	Transportation Officer	Transportation Officer	Transportation Officer
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661157	Red River Army Depot, Defense, TX	Red River Army Depot, Texarkana, TX	Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23 Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

- New Cumberland Army Depot
- Red River Army Depot
- Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.204-7006	BILLING INSTRUCTIONS	OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-3	52.204-4011 (TACOM)	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS)	OCT/2005
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In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-R-0343 <b>MOD/AMD</b>	<b>Page 88 of 120</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-6	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-7	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
H-8	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-9	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-10	252.225-7033	WAIVER OF UNITED KINGDOM LEVIES	APR/2003
H-11	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-14	252.246-7001	WARRANTY OF DATA	DEC/1991
H-15	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>	<u>(Y or N)</u>	<u>Company</u>	<u>Address</u>	<u>Part No.</u>
<u>(1)</u>	<u>Number</u>	<u>(Y or N)</u>	<u>(3)</u>	<u>(4)</u>	<u>(4)</u>	<u>Mfg?</u>
	(2)					(6)

(1) List each item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-16	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order

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via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
 Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
 Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
 Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
 Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcnweb@tacom.army.mil](mailto:acqcnweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-17	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
	(TACOM)		

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: [DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

**SPECIAL CONTRACT REQUIREMENTS**

**H.20 Contractor Responsibility For AR 700-142 Material Release Compliance**

a. Contractors need to be aware that TACOM must meet the requirements of AR 700-142 and obtain formal "Material Release" prior to introducing a new item for use by active Army units, and that the end item required hereunder qualifies as a "new item." In addition to

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the actual test items provided by contractors to demonstrate operational performance, there are significant information requirements as called out in this contract that are needed to support the AR 700-142 Material Release. Contractors should familiarize themselves with the relationship between the information requirements of the contract and the requirements for a material release. A significant, critical part of the support for the material release is based on data and information provided under this contract.

b. Contractors play a crucial role in a successful Material Release by providing accurate and timely data and information allowing TACOM to prepare a material release package that will satisfy the detailed requirements of AR 700-142. The Government has allowed sufficient time in the contract schedule for the contractor to deliver necessary data and the government to prepare the necessary documents to obtain a full Material Release prior to fielding of contractually required hardware to field units.

c. Failure to provide accurate and timely data as required by the contract causes the Army significant harm, both operationally and financially.

d. The Contracting Officer has the right to unilaterally extend the delivery schedule of the vehicles, at no cost to the government, by the period of time equal to any delay in delivery of acceptable logistics data or LMI. The government further has the right to refuse to inspect and accept vehicles in advance of the extended delivery schedule. During the period of any delays in inspection and acceptance due to late or deficient delivery of data, the contractor shall store all vehicles produced at no cost to the government.

**H.21 Ordering Year**

For purpose of defining "ordering year" the first ordering year begins with the date of award of this contract. The remaining option years commence on the anniversary date of the initial contract award.

Ordering Year 1: \_\_\_\_\_ 07 thru \_\_\_\_\_ 08  
1st Ordering Year: \_\_\_\_\_ 08 thru \_\_\_\_\_ 09  
2nd Ordering Year: \_\_\_\_\_ 09 thru \_\_\_\_\_ 10  
3rd Ordering Year: \_\_\_\_\_ 10 thru \_\_\_\_\_ 11  
4th Ordering Year: \_\_\_\_\_ 11 thru \_\_\_\_\_ 12  
5th Ordering Year: \_\_\_\_\_ 12 thru \_\_\_\_\_ 13

**H.22 Partnering**

In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor and its major subcontractors engage in the Partnering process.

Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, price in performance, and the creation of a shared vision for success.

After contract award, the government will decide whether or not to engage in the Partnering process. Accordingly, the contract award price shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

Implementation of this Partnering relationship will be based on the AMC Model Partnering Process, as well as, the principles and procedures set forth in the AMC Partnering Guide. The principle government representatives for this effort will be determined after award.

**H.23 FIRST DESTINATION TRANSPORTATION & TRAINING ZONES.**

CONUS:

Zone 1: Connecticut, Delaware, Florida, Georgia, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, Washington D.C. and West Virginia

Zone 2: Alabama, Arkansas, Illinois, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Tennessee, Texas and Wisconsin

Zone 3: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming

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OCONUS:

Zone 4: Germany

Zone 5: Hawaii

\*\*\* END OF NARRATIVE H 0001 \*\*\*

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	JUL/2004
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-20	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-21	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-22	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-28	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-30	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-31	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-32	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-33	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-34	52.222-50	COMBATING TRAFFICING IN PERSONS	APR/2006
I-35	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-36	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-37	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-38	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.227-3	PATENT INDEMNITY	APR/1984
I-42	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-43	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-44	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-16	PROGRESS PAYMENTS (Alternate I dated March 2000) (This clause only applies to small businesses.)	APR/2003

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I-50	52.232-17	INTEREST	JUN/1996
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-53	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-57	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-58	52.242-13	BANKRUPTCY	JUL/1995
I-59	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-60	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-61	52.244-2	SUBCONTRACTS	AUG/1998
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP/2006
I-64	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (Alternate I dated April 1984)	MAY/2004
I-65	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-66	52.245-9	USE AND CHARGES	AUG/2005
I-67	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-68	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-69	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-70	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-71	52.248-1	VALUE ENGINEERING	FEB/2000
I-72	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-73	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-74	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-75	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-76	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-77	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-78	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-79	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-80	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-81	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-82	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-83	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-84	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-85	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-86	252.225-7015	RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS	JUN/2005
I-87	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-88	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-89	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-90	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-91	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-92	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-93	252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-94	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-95	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-96	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-97	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-98	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-99	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-100	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-101	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-102	52.216-18	ORDERING	OCT/1995

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- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through 365 days after award.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

I-103      52.216-19      ORDER LIMITATIONS      OCT/1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of 180 each.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

I-104      52.216-22      INDEFINITE QUANTITY      OCT/1995

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 years after award date.

[End of Clause]

I-105      52.223-7      NOTICE OF RADIOACTIVE MATERIALS      JAN/1997

- (a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal

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Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-106      252.227-7030      TECHNICAL DATA -- WITHHOLDING OF PAYMENT (ALT I)      MAR/2000

(a) If technical data specified to be delivered under this contract is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of 0.3% of the vehicle unit price unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

[End of Clause]

I-107      52.217-4001      SEPARATELY PRICED OPTION FOR INCREASED QUANTITY  
(TACOM)      FEB/2007

(a) The Government may require the delivery of the numbered item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. This option may be exercised by the Government at any time during each of the five ordering periods, but in any event not later than 356 days after the 5th Ordering Period. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.

(b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.

(c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

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I-108                      52.204-7                      CENTRAL CONTRACTOR REGISTRATION

JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

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(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-109      52.222-39      NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR      DEC/2004  
FEES

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous

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places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

- (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

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(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I-110      52.223-11      OZONE-DEPLETING SUBSTANCES      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-111      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-112      252.223-7001      HAZARD WARNING LABELS      DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

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(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-113      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-114      52.219-4070      PILOT MENTOR-PROTEGE PROGRAM      APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS	18-MAY-2007	040	ELECTRONIC IMAGE
Exhibit B	DATA ITEM DESCRIPTION	10-JAN-2003	004	ELECTRONIC IMAGE
Attachment 001	PURCHASE DESCRIPTION 2373	06-APR-2007	048	ELECTRONIC IMAGE
Attachment 002	MAINTENANCE ANALYSIS		001	ELECTRONIC IMAGE
Attachment 003	PROVISIONING DATA		010	ELECTRONIC IMAGE
Attachment 004	PUBLICATIONS REQUIREMENTS		004	ELECTRONIC IMAGE
Attachment 005	REPAIR PARTS AND SPECIAL TOOLS LIST (RPSTL)		013	ELECTRONIC IMAGE
Attachment 006	TM REQUIRMENTS MATRIX		013	ELECTRONIC IMAGE
Attachment 007	PACKAGING DATA PRODUCTS		003	ELECTRONIC IMAGE
Attachment 008	PACKAGING DATA FORMATTING INSTRUCTIONS		002	ELECTRONIC IMAGE
Attachment 009	EQUIPMENT CONTROL RECORDS (DA FORM 2408-9)		001	ELECTRONIC IMAGE
Attachment 010	UID COMPONENT CANDIDATE LIST		001	ELECTRONIC IMAGE
Attachment 011	TDP OPTION SELECTION WORKSHEET		001	ELECTRONIC IMAGE

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUL/1995
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336992.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K-5	52.207-4	ECONOMIC PURCHASE QUANTITY -- SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-6                      52.225-18                      PLACE OF MANUFACTURE                      SEP/2006

- (a) Definitions. As used in this clause
- Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except
- (1) FSC 5510, Lumber and Related Basic Wood Materials;
  - (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
  - (3) FSG 88, Live Animals;
  - (4) FSG 89, Food and Related Consumables;
  - (5) FSC 9410, Crude Grades of Plant Materials;
  - (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
  - (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
  - (8) FSC 9610, Ores;
  - (9) FSC 9620, Minerals, Natural and Synthetic; and
  - (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(End of provision)

K-7                      52.230-1                      COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION                      JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract

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performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.  
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during

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**Name of Offeror or Contractor:**

the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- ☐ yes
- ☐ no

[End of Provision]

K-8                      52.230-7                      PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES                      APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- ☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

[End of Provision]

K-9                      52.247-53                      FREIGHT CLASSIFICATION DESCRIPTION                      APR/1984

Offerors are requested to indicate below the full Uniform Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any F.O.B. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS:

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[End of Provision]

K-10                      252.209-7002                      DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT                      JUN/2005

- (a) Definitions

As used in this provision--

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**Name of Offeror or Contractor:**

(1) Effectively owned or controlled means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) Entity controlled by a foreign government--

(i) Means--

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) Foreign government includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) Proscribed information means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) Disclosure. The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable).

Name and Address of Offeror	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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Name and Address of Entity Controlled by a Foreign Government

[End of Provision]

K-11	252.225-7000	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	JUN/2005
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(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition

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**Name of Offeror or Contractor:**

Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

[End of Provision]

K-12            252.247-7022            REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA            AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

- ☐
Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ☐
Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-13            52.204-4007            OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE            MAR/2001

(TACOM)

(a) If you have a data fax number, please provide it below.

\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

Name of Offeror or Contractor:

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: <http://www.ccr.gov/>

[End of Provision]

K-14      52.215-4005      MINIMUM ACCEPTANCE PERIOD      OCT/1985  
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of sixty (60) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-15      52.215-4010      AUTHORIZED NEGOTIATORS      JAN/1998  
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-16      52.223-4002      USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)      DEC/1993  
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)

Name of Offeror or Contractor:

- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

- ☐ have
- ☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each



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ALL OFFERORS ARE REQUESTED TO COMPLETE THE FOLLOWING REPRESENTATION:

The offeror certifies that there ☐ is  
☐ is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

[ ] will  
[ ] will not  
[ ] may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

OFFERORS CHECKING IS AND WILL ABOVE SHALL ALSO COMPLETE THE FOLLOWING:

(a) Under each line for entries in the Unit Price and the Amount columns in the Schedule (see Section B of this solicitation), offeror shall add the following evaluation factor line and insert the appropriate unit and total price figures if the conditions of subparagraph c. below are met:

Evaluation factor: \$\_\_\_\_\_ \$\_\_\_\_\_

(b) Computation of the evaluation factor is explained in the provision in Section M entitled EVALUATION OF USE OF EXISTING GOVERNMENT-OWNED PROPERTY.

(c) An evaluation factor entry is to be made only if:

- (1) The offeror or any subcontractor, at any tier, will use Government-owned property in production for this contract; and
- (2) The offer is predicated on authorized rent-free use of Government-owned property.

(d) An offeror's insertion or non-insertion of an evaluation factor constitutes, respectively, the offeror's certification that his offer is or is not so predicated. The evaluation factor will be added to the offered price for evaluation purposes. See additional provisions concerning Government-owned property in Sections L and M herein.

(e) CAUTION: Rental charges for the use of Government-owned property may accrue, if timely and appropriate approval of rent-free use is not obtained.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2006
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN/2004
L-6	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-7	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	APR/2003
L-10	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza SW  
Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

[End of Provision]

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED-PRICE contract resulting from this solicitation.

[End of Provision]

L-12	52.232-18	AVAILABILITY OF FUNDS	APR/1984
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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

[End of Provision]

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L-13                      52.233-2                      SERVICE OF PROTEST                      AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

USA TACOM-LCMC		HQ, Army Materiel Command
ATTN: AMSTA-AQ (Acquisition Center)	or	Office of Command Counsel
(Protest Coordinator)		ATTN: AMCCC-PL
Warren, MI 48397-5000		9301 Chapek Road, Rm 2-1SE3401
		Ft. Belvoir, VA 22060
		Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: [www.amc.army.mil/amc/command\\_counsel/protest/protest.html](http://www.amc.army.mil/amc/command_counsel/protest/protest.html).

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-14                      52.233-4001                      HQ-AMC LEVEL PROTEST PROCEDURES                      OCT/2006  
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Road, Rm 2-1SE3401

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Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:  
[http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command\\_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1](http://www.amc.army.mil:8765/cs.html?url=http%3A//www.amc.army.mil/amc/command_counsel/protestlink.htm&qt=bid+protest&col=hqamc&n=1)

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

(4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

We caution you to enter prices for first article items and for production items that reflect a fair apportionment of total contract costs, based upon the value we will receive for those items. As the Government, we have the right to determine an offer nonresponsive if it is materially unbalanced as to price. An offer is materially unbalanced as to price when, in the judgment of the Procuring Contracting Officer (PCO), it cites prices that are significantly less than cost for some work, and significantly more than cost for other work.

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[End of Provision]

L-16                      52.211-4047                      NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL                      DEC/2004  
                                  (TACOM)                      (NEGOTIATED)

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material,including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: [http://contracting.tacom.army.mil/acqinfo/OT\\_NEW\\_MATERIAL.htm](http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm) . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-17                      52.215-4003                      HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES                      DEC/2002  
                                  (TACOM)                      (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command  
 Acquisition Center  
 Bid Lobby - Building 231, AMSTA-AQ-AMAD  
 East 11 Mile Road  
 Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street.

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Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-18      52.215-4004      COST OR PRICING DATA      SEP/2005

(a) Every proposal must include cost or pricing data for (i) prime contracts expected to exceed \$550,000 and (ii) each prospective noncompetitive or noncommercial-item subcontract that:

- (1) Has an estimated value of \$10 million or more, or
  - (2) Has an estimated value of more than \$550,000 and is more than 10% of the total contract price.
- (b) In order to meet this requirement, you must include a certificate of current cost or pricing data, in the format specified in 15.406-2 (see paragraph (d) below).

(c) Data shall be submitted in the format indicated in Table 15-2 of FAR 15.408(m).

(1) Address both (i) the basic contractual quantities identified in Section B of this solicitation, and (ii) any applicable option quantity identified in Section H of this solicitation.

- (2) For required subcontractor cost or pricing data:
  - (i) Clearly identify the sub-contracted scope of work and its relation to the total proposal, and
  - (ii) Include (or forward to the Procuring Contracting Officer (PCO) when first available) complete documentation of the subcontract proposal audit, analysis, evaluation, and negotiation.

(3) Concurrently furnish the complete package of information to the cognizant Defense Contract Management Area Operation (DCMC) and Defense Contract Audit Agency (DCAA) offices. You are also responsible for submitting all required subcontractor cost or pricing data to each of these three Government offices (or for ensuring that subcontractors forward their data directly).

(d) Certificate of Current Cost or Pricing Data. As soon as practicable after contract price agreement, you will furnish a Certificate of Current Cost or Pricing Data for the prime contract and each subcontract identified above.

[End of Provision]

L-19      52.215-4404      DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY      MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information. For further information on security issues, see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

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L-20                      52.217-4004                      DESTINATIONS FOR OPTION QUANTITIES                      FEB/1994  
(TACOM)

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

L-21                      52.245-4002                      ACQUISITION OF NEW FACILITIES, SPECIAL TEST EQUIPMENT, OR SPECIAL TOOLING                      MAR/1996  
(TACOM)

(a) It is not the intent of the Government to acquire, or to have acquired for its account, any facilities, special test equipment, or special tooling as those terms are defined below. The Government shall under no circumstances reimburse the offeror for the cost of any new facilities, special test equipment, or special tooling as a separate item. An offeror may, however, amortize the cost of any such facilities, special test equipment, or special tooling it may require in the submitted price of the items. Such facilities, special test equipment or special tooling shall not be subject to Government option rights to take title to the same except as specified in the DEFAULT, TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT, and/or PROGRESS PAYMENT clauses of this contract.

(b) As used in this solicitation/contract, FACILITIES means industrial property (other than material, special tooling, military property, and special test equipment) for production, maintenance, research, development, or test, including real property and rights in it, buildings, structures, improvements, and plant equipment.

(c) As used in this solicitation/contract, SPECIAL TEST EQUIPMENT means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in the performance of the contract. Such testing units comprise electrical, electronic, hydraulic, pneumatic, mechanical, or other items or assemblies of equipment, that are mechanically, electrically, or electronically interconnected so as to become a new functional entity, causing the individual item or items to become interdependent and essential in the performance of special purpose testing in the development or production of particular supplies or services. The term SPECIAL TEST EQUIPMENT does not include: (1) material; (2) special tooling; (3) buildings and nonseverable structures (except foundations and similar improvements necessary for the installation of special test equipment); and (4) plant equipment items used for general plant testing purposes.

(d) As used in this solicitation/contract, SPECIAL TOOLING means all jigs, dies, fixtures, molds, patterns, taps, gauges, other equipment and manufacturing aids, and their replacements, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the development or production of particular supplies or parts of them, or the performance of particular services. The term includes all components of such items, but does not include: (1) material; (2) special test equipment; or (3) buildings, and nonseverable structures (except foundations and similar improvements necessary for the installation of special tooling), general or special machine tools, or similar capital items.

[End of Provision]

L-22                      52.246-4001                      OFFEROR'S QUALITY ASSURANCE SYSTEM                      MAY/2005  
(TACOM)

(a) This solicitation will result in a contract that will require the contractor to use a quality-assurance system to ensure the quality of the contract items.

(b) To allow TACOM to analyze your proposed quality system, especially if that system is not based on a national or international standard, you must identify your system as part of your response to this solicitation. If you do not intend to use ISO 9001:2000 as required elsewhere in this contract, Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of this solicitation asks you to identify what quality assurance system you will use if awarded a contract.

(1) If the Government is requiring ISO 9001:2000 (tailored: delete paragraph 7.3) where you will be required to supply conforming product to an established design, and your quality system conforms to ISO 9002, MIL-I-45208 or another comparable specification or standard, this is sufficient description: you need not further describe your quality system in response to this solicitation. Identify in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement)of your offer, which standard you intend to use.

(2) If the Government is requiring ISO 9001:2000 (untailored) where your capability to design and supply conforming product needs to be demonstrated, and your quality system conforms to ISO 9001, MIL-Q-9858, or another comparable specification or standard, this is sufficient description: you do not need to further describe your quality system in your response to this solicitation.

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Note: If the Government is requiring ISO 9001:2000 (untailored), quality systems conforming to ISO 9002 or MIL-I-45208 or comparable quality systems are not acceptable for this contract.

(3) If your quality system does not conform to any of the standards listed immediately above, then in addition to identifying in Clause 52.246-4025 (Higher-Level Contract Quality Requirement-TACOM Quality System Requirement), the name of the quality system you intend to use, you also must provide a description of your proposed system, in enough detail to let us assess its suitability for use in performing the resulting contract. This is of particular importance if your proposed system is unique, using quality control methods and techniques that your company has developed in-house.

(4) If you provide a description of your quality system, make sure that your description covers how your system:

- (i) Achieves defect prevention, and
- (ii) Provides process control, and
- (iii) Ensures adequate quality controls throughout all areas of contract performance.

If some of the features of your system are described in other forms (brochures, for example, or articles), you may attach a copy of such items to your response to this solicitation. If your system is described in a textbook or publication that is available from a commercial or academic distributor, include a reference to the publication by author, title, copyright date, and publisher in your system description. You need not physically attach a copy of a textbook to your offer.

- (c) If you already described your quality system as an attachment to another TACOM solicitation within the previous 90 days, you can either send us another copy, or simply identify the number of the previous solicitation.
- (d) If you do not provide us a description of your quality system, or if the description you send does not show all of the required features as stated in paragraph (b) above, your offer may be ineligible for contract award.

[End of Provision]

Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
M-1	52.209-4011 (TACOM)	CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD	JAN/2001
(a) We'll award a contract to the offeror that:			
(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified elsewhere in this solicitation, <u>and</u>			
(2) submits a bid or proposal that meets all the material requirements of this solicitation, <u>and</u>			
(3) meets all the responsibility criteria at FAR 9.104.			
(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:			
(1) arrange a visit to your plant and perform a preaward survey;			
(2) ask you to provide financial, technical, production, or managerial background information.			
(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsible.			
(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.			

[End of Provision]